

State of New York - Department of State
Division of Corporations

Party Served:
GUSTAVIA HOME LLC

Plaintiff/Petitioner:
FV-I, INC.

REGISTERED AGENTS INC
90 STATE STREET STE 700
OFFICE 40
ALBANY, NY 12207

Dear Sir/Madam:

Enclosed herewith is a legal document which was served upon the Secretary of State on 08/09/2017 pursuant to SECTION 303 OF THE LIMITED LIABILITY COMPANY LAW. This copy is being transmitted pursuant to such statute to the address provided for such purpose.

Very truly yours,
Division of Corporations

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 3

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
FV-I, INC. IN TRUST FOR MORGAN STANLEY
MORTGAGE CAPITAL HOLDINGS LLC,

Plaintiff,

-against-

Index No.: _____

LUIS E. PALAGUACHI; ROSA E. PALAGUACHI;
NUBE LAPORTE; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
FIRST NATIONAL BANK OF ARIZONA; CRIMINAL
COURT OF THE CITY OF NEW YORK; NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE;
FIA CARD SERVICES; NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD; TRANSIT
ADJUDICATION BUREAU; GUSTAVIA HOME LLC;
and "JOHN DOE #1" through "JOHN DOE #10," said
names being fictitious and unknown to plaintiff, intended to
be possible tenants or occupants of the premises, or
corporations, persons, or other entities having or claiming a
lien upon the mortgaged premises,

MORTGAGED PREMISES:
90-34 205th St
Hollis, NY 11423

Defendants.
-----X

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE, that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

GM # 44444.0002

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The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements [Section 202.5-bb(e)].

Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant may participate in e-filing.


For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efileunrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: July 19, 2017
New York, New York

GREENSPOON MARDER, P.A. P.C.
Attorneys for Plaintiff

By:


Thomas J. Frank, Esq.
590 Madison Avenue
Suite 1800
New York, NY 10022
P: (212) 524-5000
F: (212) 524-5050 (No Service by fax)

Please respond to Cypress Creek office:

Trade Centre South
100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
P: (954) 343-6255
F: (954) 333-4281 (No Service by fax)

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INDEX NO. 710424/2017

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
FV-I, INC. IN TRUST FOR MORGAN STANLEY
MORTGAGE CAPITAL HOLDINGS LLC,

Plaintiff,

-against-

LUIS E. PALAGUACHI; ROSA E. PALAGUACHI;
NUBE LAPORTE; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
FIRST NATIONAL BANK OF ARIZONA; CRIMINAL
COURT OF THE CITY OF NEW YORK; NEW YORK
STATE DEPARTMENT OF TAXATION AND
FINANCE; FIA CARD SERVICES; NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD; TRANSIT
ADJUDICATION BUREAU; GUSTAVIA HOME LLC;
and "JOHN DOE #1" through "JOHN DOE #10," said
names being fictitious and unknown to plaintiff, intended
to be possible tenants or occupants of the premises, or
corporations, persons, or other entities having or claiming a
lien upon the mortgaged premises,

Defendants.
-----X

SUMMONS AND NOTICE

Index No.: _____

Date Filed: _____

MORTGAGED PREMISES:
90-34 205th St
Hollis, NY 11423

VENUE: Queens County (based
on the situs of the Mortgaged
Premises)

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

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NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

IF YOU DO NOT RESPOND TO THIS SUMMONS AND COMPLAINT BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE MORTGAGE COMPANY WHO FILED THIS FORECLOSURE PROCEEDING AGAINST YOU AND FILING THE ANSWER WITH THE COURT, A DEFAULT JUDGMENT MAY BE ENTERED AND YOU CAN LOSE YOUR HOME.

SPEAK TO AN ATTORNEY OR GO TO THE COURT WHERE YOUR CASE IS PENDING FOR FURTHER INFORMATION ON HOW TO ANSWER THE SUMMONS AND PROTECT YOUR PROPERTY.

SENDING A PAYMENT TO YOUR MORTGAGE COMPANY WILL NOT STOP THIS FORECLOSURE ACTION.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

**Dated: July 28, 2017
New York, New York**

GREENSPOON MARDER, P.A. P.C.
Attorneys for Plaintiff

By: 

Thomas J. Frank, Esq.
590 Madison Avenue
Suite 1800
New York, NY 10022
P: (212) 524-5000
F: (212) 524-5050 (No Service by fax)

Please respond to Cypress Creek office:

Trade Centre South
100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
P: (954) 343-6255
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**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

TO:

LUIS E. PALAGUACHI
8767 129TH STREET, APT 1
RICHMOND HILL, NY 11418

ROSA E. PALAGUACHI
8767 129TH STREET, APT 1
RICHMOND HILL, NY 11418

NUBE LAPORTE
8767 129TH STREET, APT 1
RICHMOND HILL, NY 11418

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST
NATIONAL BANK OF ARIZONA
C/O ELECTRONIC DATA SYSTEMS CORP.
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

CRIMINAL COURT OF THE CITY OF NEW YORK
C/O ATTORNEY
100 CENTRE STREET
NEW YORK, NY 10013

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
C/O OFFICE OF COUNSEL
BUILDING 9
W A HARRIMAN CAMPUS
ALBANY, NY 12227

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FIA CARD SERVICES
C/O PRESIDENT, OFFICER, OR ANY OTHER PERSON AUTHORIZED TO ACCEPT
SERVICE
900 SAMOSET DRIVE
NEWARK, DE 19713

NEW YORK CITY ENVIRONMENTAL CONTROL BOARD
66 JOHN STREET
NEW YORK, NY 10038

TRANSIT ADJUDICATION BUREAU
29 GALLATIN PLACE
BROOKLYN, NY 11201

GUSTAVIA HOME LLC
C/O REGISTERED AGENTS INC.
DOS PROCESS
90 STATE STREET
SUITE 700 / OFFICE 40
ALBANY, NY 12207

GM # 44444.0002

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
FV-I, INC. IN TRUST FOR MORGAN STANLEY
MORTGAGE CAPITAL HOLDINGS LLC,

COMPLAINT

Plaintiff,

Index No.: _____

-against-

MORTGAGED PREMISES:
90-34 205th St
Hollis, NY 11423

LUIS E. PALAGUACHI; ROSA E. PALAGUACHI;
NUBE LAPORTE; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
FIRST NATIONAL BANK OF ARIZONA; CRIMINAL
COURT OF THE CITY OF NEW YORK; NEW YORK
STATE DEPARTMENT OF TAXATION AND
FINANCE; FIA CARD SERVICES; NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD; TRANSIT
ADJUDICATION BUREAU; GUSTAVIA HOME LLC;
and "JOHN DOE #1" through "JOHN DOE #10," said
names being fictitious and unknown to plaintiff, intended
to be possible tenants or occupants of the premises, or
corporations, persons, or other entities having or claiming a
lien upon the mortgaged premises,

Defendants.

-----X

The Plaintiff herein, by its attorneys, GREENSPOON MARDER, P.A. P.C., complains
and alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. Plaintiff herein is, and at all times hereinafter mentioned was, organized under the laws of United States of America.
2. On or about June 8, 2007, LUIS E. PALAGUACHI and ROSA E. PALAGUACHI, executed and delivered to FIRST NATIONAL BANK OF ARIZONA, a certain Note bearing that date, whereby LUIS E. PALAGUACHI and ROSA E. PALAGUACHI covenanted and agreed to pay the principal sum of \$608,000.00, subject to the terms more fully set forth in the Note, which is annexed hereto as Exhibit A, collectively with the proper indorsements.

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3. For the purpose of securing payment of the aforementioned indebtedness, LUIS E. PALAGUACHI, ROSA E. PALAGUACHI, and NUBE LAPORTE duly executed and delivered a Mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, and its successors and assigns, which was recorded in the Office of the City Register of the City of New York on August 2, 2007, bearing CRFN 2007000399278. The Mortgage is annexed hereto as Exhibit B.
4. The mortgaged premises, more fully described in the Schedule "A" Legal Description annexed hereto, is commonly known as 90-34 205th St, Hollis, NY 11423, County of Queens and State of New York (the "Premises").
5. Any applicable recording tax was duly paid.
6. The Mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA to J.P. MORGAN MORTGAGE ACQUISITION CORP., by Assignment of Mortgage dated March 16, 2010 and recorded in the Office of the City Register of the City of New York on February 2, 2011, bearing CRFN 2011000039691. The Mortgage was further assigned from J.P. MORGAN MORTGAGE ACQUISITION CORP. to CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10, by Assignment of Mortgage dated March 5, 2014 and recorded in the Office of the City Register of the City of New York on March 19, 2014, bearing CRFN 2014000095400. The Mortgage was further assigned from CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10 to NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, by Assignment of Mortgage dated February

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18, 2016 and recorded in the Office of the City Register of the City of New York on March 15, 2016, bearing CRFN 2016000089774. The Mortgage was further assigned from NORMANDY MORTGAGE ACQUISITION COMPANY, LLC to BAYVIEW LOAN SERVICING, LLC, by Assignment of Mortgage dated February 18, 2016 and recorded in the Office of the City Register of the City of New York on March 15, 2016, bearing CRFN 2016000089775. The Mortgage was further assigned from BAYVIEW LOAN SERVICING, LLC to BAYVIEW DISPOSITIONS IVA, LLC, by Assignment of Mortgage dated June 1, 2016 and recorded in the Office of the City Register of the City of New York on August 9, 2016, bearing CRFN 2016000274257. The Mortgage was further assigned from BAYVIEW DISPOSITIONS IVA, LLC to MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, by Assignment of Mortgage dated June 27, 2016 and recorded in the Office of the City Register of the City of New York on August 15, 2016, bearing CRFN 2016000281547. The Mortgage was further assigned from MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC to FV-I, INC. IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, by Assignment of Mortgage dated August 10, 2016 and recorded in the Office of the City Register of the City of New York on August 31, 2016, bearing CRFN 2016000302349. All Assignments of Mortgage are annexed hereto as Exhibit C.

7. The plaintiff or its custodian is in possession and control of the original of the subject mortgage and note. The promissory note has been duly endorsed in blank. Plaintiff is the assignee of the security instrument for the subject loan. Plaintiff has the right to foreclose the subject note and mortgage.

8. Defendants LUIS E. PALAGUACHI, ROSA E. PALAGUACHI, and NUBE LAPORTE have failed to comply with the terms and provisions of the Mortgage and Note by failing to pay

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principal and interest and/or taxes, insurance premiums, escrows and/or other charges commencing with the August 1, 2011 payment.

9. That there is now due and owing to the Plaintiff, the principal sum of \$608,000.00 with interest thereon from July 1, 2011, plus accumulated late charges together with any sums advanced by Plaintiff on behalf of the Defendants.

10. More than thirty (30) days have elapsed since the first of said defaults occurred, and by reason thereof, Plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal, together with monies advanced for taxes, insurance, property maintenance, as well as the costs, allowances and reasonable attorney fees to the extent permitted by the mortgage.

11. Upon information and belief, to the extent applicable, Plaintiff has complied with all of the provisions of Banking Law, Section 595-a [NYCLS], Section 6-1, Section 6-m, and UCC § 9-611.

12. Upon information and belief, to the extent applicable, Plaintiff is in compliance with RPAPL § 1304. See 90 Day Notice, annexed hereto as Exhibit D.

13. Upon information and belief, to the extent applicable, Plaintiff is in compliance with RPAPL § 1306.

14. Upon information and belief, Plaintiff has complied with all conditions precedent contained in the mortgage, if any.

15. That in order to protect its security, the Plaintiff, or its agents, has paid or may be compelled during the pendency of this action to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises, and the Plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon),

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should be added to the sum otherwise due and be deemed secured by the Mortgage and be adjudged a valid lien on the Premises.

16. Each of the above-named Defendants have, or may claim to have, some interest in or lien upon the Premises or some part thereof, which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's Mortgage. Pursuant to the provisions of CPLR § 5203(a)(2) and/or RPAPL § 1311, any such interests or liens are subject and subordinate to Plaintiff's mortgage.

17. The named party Defendants are described and set out with specificity in the annexed Schedule "B."

18. The interest or lien of each of the named party Defendant, if any, is set forth specificity in the annexed Schedule "C."

19. John Doe #1 through John Doe # 10 are fictitious and unknown to Plaintiff. They are named as Defendants to designate any and all persons or parties, if any, having or claiming an interest in or lien upon the mortgage premises. They may be judgment creditors or may have, or claim to have a subordinate mortgage, or may be tenants/occupants, the possible interests of which are subordinate to the interest of Plaintiff herein.

20. No other action or proceeding has been commenced or maintained or is now pending at law or otherwise for the foreclosure the Mortgage or for the recovery of the sum secured by the instant Note and Mortgage or any part thereof.

21. Plaintiff requests that in the event that this action proceed to judgment of foreclosure and sale, the premises shall be sold subject to the following:

- i. Any state of facts that an inspection of the premises would disclose;
- ii. Any state of facts that an accurate survey of the premises would show;
- iii. Covenants, restrictions, easements and public utility agreements, if any;

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- iv. Building and zoning ordinances of the municipality in which the mortgage premises are located and possible violations of same;
- v. Any rights of tenants in possession of the subject premises;
- vi. Any equity of redemption of the United States of America to redeem the premises within 120 days from the date of sale;
- vii. Prior mortgage liens of record, and any advances and arrears thereunder; and
- viii. Prior lien(s) of record, if any.

22. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made, by reason of any payment after the commencement of this action, of any or all of the defaults mentioned herein, and such election shall continue and remain effective.

WHEREFORE, Plaintiff demands judgment, against the Defendants as follows:

- a. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the Notice of Pendency thereof in the Office of the County Clerk of Queens County in the State of New York, which is the county in which the Premises are located, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the Premises;
- b. That a receiver of rents may be appointed without notice as provided in the Mortgage;
- c. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;
- d. That the monies arising from the sale of the Premises may be brought into Court;

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- e. That the monies due to Plaintiff on the Note and Mortgage may be adjudged and computed;
- f. That Plaintiff may be paid the amount adjudged to be due on the Note and the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term of provision of the Note and Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;
- g. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to Plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount such deficiency in the report of sale so that application may be made by Plaintiff to the Court pursuant to the Real Property Actions and Proceedings Law § 1371 for a deficiency judgment against the Defendant Obligors, which will include the amount of any such deficiency, unless; 1) said debt has been listed and discharged in a bankruptcy petition; or 2) Plaintiff is unable to produce a copy of the Note;

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- h. If the Court, upon such application shall so direct, Plaintiff should have judgment against the Defendants LUIS E. PALAGUACHI and ROSA E. PALAGUACHI for the amount of such deficiency; and
- i. That Plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action.

Dated: July 21, 2017
New York, New York

GREENSPOON MARDER, P.A. P.C.
Attorneys for Plaintiff

By: 

Thomas J. Frank, Esq.
590 Madison Avenue
Suite 1800
New York, NY 10022
P: (212) 524-5000
F: (212) 524-5050 (No Service by fax)

Please respond to Cypress Creek office:

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100 W. Cypress Creek Road, Suite 700
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SCHEDULE A- LEGAL DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF 205TH STREET, DISTANT 367 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF 93RD AVENUE AND THE WESTERLY SIDE OF 205TH STREET;

RUNNING THENCE WESTERLY PARALLEL WITH 93RD AVENUE, 100 FEET;

THENCE NORTHERLY PARALLEL WITH 205TH STREET, 33.17 FEET;

THENCE EASTERLY PARALLEL WITH 93RD AVENUE 100 FEET TO THE WESTERLY SIDE OF 205TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF 205TH STREET 33.17 FEET TO THE POINT OF BEGINNING.

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SCHEDULE B - PARTY DEFENDANTS

<u>PARTY DEFENDANT</u>	<u>DEFENDANT TYPE</u>
LUIS E. PALAGUACHI	Fee Owner/Mortgagor
ROSA E. PALAGUACHI	Fee Owner/Mortgagor
NUBE LAPORTE	Fee Owner/Mortgagor
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA	Holder of Inferior Mortgage
CRIMINAL COURT OF THE CITY OF NEW YORK	Judgment Creditor/Lien Holder
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE	Judgment Creditor/Lien Holder
FIA CARD SERVICES	Judgment Creditor/Lien Holder
NEW YORK CITY ENVIRONMENTAL CONTROL BOARD	Judgment Creditor/Lien Holder
TRANSIT ADJUDICATION BUREAU	Judgment Creditor/Lien Holder
GUSTAVIA HOME LLC	Judgment Creditor/Lien Holder

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SCHEDULE C-PARTY INTERESTS

<u>PARTY DEFENDANT</u>	<u>DEFENDANT TYPE</u>
LUIS E. PALAGUACHI	Record owner of property and/or obligor of note and/or mortgage being foreclosed
ROSA E. PALAGUACHI	Record owner of property and/or obligor of note and/or mortgage being foreclosed
NUBE LAPORTE	Record owner of property and/or obligor of note and/or mortgage being foreclosed
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA	Holder of Inferior Mortgage recorded on August 2, 2007 bearing Instrument number 2007000399279
CRIMINAL COURT OF THE CITY OF NEW YORK	Named defendant by virtue of multiple judgments/liens
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE	Named defendant by virtue of multiple judgments/liens
FIA CARD SERVICE	Named defendant by virtue of a judgment/lien bearing Control No. 001634638-01, Index No. 043992/11
NEW YORK CITY ENVIRONMENTAL CONTROL BOARD	Named defendant by virtue of a judgment/lien bearing ECB Violation No. 40743514N
TRANSIT ADJUDICATION BUREAU	Named defendant by virtue of multiple judgments/liens bearing TAB Violation Nos.098-084-077 and 107-109-430
GUSTAVIA HOME LLC	Named defendant by virtue of a Notice of Pendency filed on November 15, 2016, Index No. 713697/2016

¹ All attachments corresponding with this Schedule are annexed hereto collectively at Exhibit "E"

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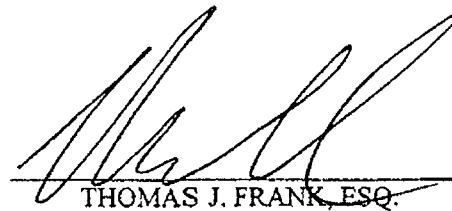
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CERTIFICATION BY ATTORNEY

I, THOMAS J. FRANK, am an attorney duly admitted to practice law in the State of New York. I am an Associate of Greenspoon Marder, P.A. P.C., the attorneys for Plaintiff FV-I, INC. IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, in the above captioned civil action.

I HEREBY CERTIFY, pursuant to Sec. 130-1.1-a of the Rules of the Chief Administrator (22 NYCRR), to the best of my knowledge, information, and belief, formed after inquiry reasonable under the circumstances, that the presentation of the Summons and Complaint in this action, or the contentions therein, are not frivolous as defined in subsection (c) of Sec. 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).

Dated: July 28, 2017
New York, New York



THOMAS J. FRANK, ESQ.

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INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

EXHIBIT "A"

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RECEIVED NYSCEF: 07/28/2017

+200274531

4422294770



ORIGINAL

InterestFirstSM NOTEJune 8, 2007
(Date)FAIRFAX
(City)VA
(State)

90-34 205th Street, Hollis, NY 11423

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 608,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **First National Bank of Arizona**.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.875 %**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first **120** months, and then will consist of principal and interest.

I will make my monthly payment on the **1st** day of each month beginning on **August 1, 2007**. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on **July 1, 2037**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **P.O. BOX 62768, PHOENIX, AZ 85085-2768**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **3,990.00** for the first **120** months of this Note, and thereafter will be in the amount of U.S. \$ **5,038.36**. The Note Holder will notify me prior to the date of change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY PART HEREOF

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment.

NEW YORK InterestFirst FIXED RATE NOTE-Single Family-Fannie Mae UNIFORM INSTRUMENT

83EN(NY) (c106) Form 3274.33 1/04
VMP MORTGAGE FORMS - (806)521-7261
Page 1 of 3

12/18/16

LCP
REP

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ORIGINAL

unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000% of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

LEP

-836N(NY) (0106)

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Form 3271.33 1/01
Initials LEP

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9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Luis Palaguachi (Seal)
Luis Palaguachi
REP
-Borrower

Rosa Palaguachi (Seal)
Rosa Palaguachi
REP
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

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ORIGINAL

ADDENDUM TO NOTE
(Borrower's Right to Prepay; Prepayment Charge)

THIS ADDENDUM is made this 8th day of June, 2007, and is incorporated into and intended to form a part of the Note dated the same date as this Addendum.

The Section of the Note regarding the Borrower's Right to Prepay is modified to provide that, subject to the Prepayment penalty provided below, I have the right to make payments of principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note.

If I make a partial Prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial Prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within the first sixty (60) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months advance interest on the amount prepaid which is in excess of TWENTY percent (20%) of the original principal amount of the loan.

No Prepayment penalty will be assessed for any Prepayment made after the Penalty Period. No Prepayment penalty will be assessed with any Prepayment that is (a) concurrent with a bona fide sale of the Property securing this Note to an unrelated third party and (b) made after the first twelve months of the loan term. The Note Holder may require reasonable documentation at the time identifying the Prepayment as being in connection with the sale of the Property. A Prepayment penalty will be assessed in connection with a Prepayment made during the first twelve months of the Penalty Period, regardless of whether the Property has been sold.

All other provisions of the Note are unchanged by this Addendum and remain in full force and effect.

<u>Luis Palaguachi</u>	<u>6/8/07</u>	<u>Rosa Palaguachi</u>	<u>6/8/07</u>
E	Date	E	Date
LEP		REP	
_____	_____	_____	_____
	Date		Date

7/6/2004

Addendum to Note Multi-State
Form 3020 (Rev.)

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X 2000274537

Allonge to Note

Loan #: 103947676 / 3875184 X
Borrower: LUIS E. PALAGUACHI AND ROSA E. PALAGUACHI
Address: 90-34 205TH STREET
HOLLIS, NY 11423

Loan Amount: \$608,000.00

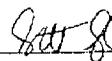
Allonge to one certain note dated June 8, 2007 and executed by LUIS E. PALAGUACHI AND ROSA E. PALAGUACHI.

Bayview Loan Servicing, LLC

Pay to the order of _____ its successor and/or assigns
without recourse in any event.

Without recourse

JPMORGAN CHASE BANK, N.A. S/B/M TO CHASE HOME FINANCE, LLC S/B/M TO
CHASE MANHATTAN MORTGAGE CORPORATION ATTORNEY-IN-FACT FOR WELLS
FARGO BANK, N.A. S/B/M TO WELLS FARGO BANK OF ARIZONA, N.A. F/K/A FIRST
INTERSTATE BANK OF ARIZONA, N.A. F/K/A FIRST NATIONAL BANK OF ARIZONA



SCOTT SYKES
VICE PRESIDENT



Palaguchi
CARR

KASOTA
2013-10-PRIV

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BV# 001186493
SELLER# 0001186493

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERRED TO BELOW:

BORROWER: LUIS PALAGUACHI

ORIGINATOR: First National Bank of Arizona

ORIGINAL PRINCIPAL BALANCE: \$608,000.00

ORIGINAL NOTE DATE: 6/8/2007

PAY TO THE ORDER OF:

Bayview Dispositions IVa, LLC

WITHOUT RECOURSE
BAYVIEW LOAN SERVICING, LLC

BY: 

NAME: Jeffrey Brantner
TITLE: Vice-President

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RECEIVED NYSCEF: 07/28/2017

BV# 001186493
SELLER# 001186493

1530
WFI

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERRED TO BELOW:

BORROWER: LUIS PALAGUACHI

ORIGINATOR: First National Bank of Arizona

ORIGINAL PRINCIPAL BALANCE: \$603,000.33

ORIGINAL NOTE DATE: 6/8/2007

PAY TO THE ORDER OF:

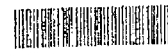
Morgan Stanley Mortgage Capital Holdings LLC

WITHOUT RECOURSE

Bayview Dispositions IVs, LLC

BY: _____

NAME: Jeromy Brantner
TITLE: Vice-President



5001916

PALAGUACHI
KRGH

KASSTA
S&D Inventory-WARE

7

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ALLONGE TO NOTE

This Allonge makes reference to the following Note:

Borrower:

LUIS E PALAGUACHI and ROSA E PALAGUACHI

SLS Loan Number

Investor Account Number:

Property Address:

90-34 205th Street Hollis NY 11423

Note Date: 6/8/2007

Note Amount: \$608,000.00

Therefore, in reference to the caption note, the following applies:

Pay to the order of:

FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC

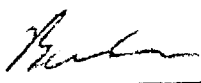
Without Recourse

Morgan Stanley Mortgage Capital Holdings LLC by Specialized Loan Servicing, LLC as
Attorney in Fact

By:

Name:

Title:


Barry Coon

Vice President

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EXHIBIT "B"

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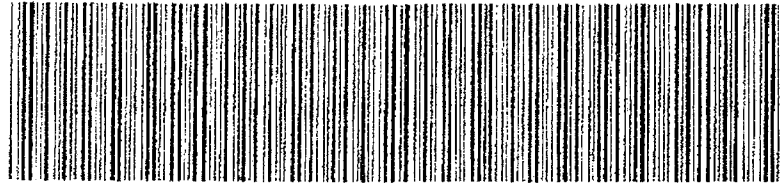
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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007062901272001001EC46E

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 23

Document ID: 2007062901272001

Document Date: 06-08-2007

Preparation Date: 06-29-2007

Document Type: MORTGAGE

Document Page Count: 21

PRESENTER:

ATLANTIS LAND SERVICES, INC. (ALS-2543Q)
AGENT FOR FIDELITY NATIONAL TITLE
3 GRACE AVENUE
GREAT NECK, NY 11021
516-829-7100
jeanniecedeno@atlantisorganization.com

RETURN TO:

FIRST NATIONAL BANK OF ARIZONA
P.O. BOX 66604
PHOENIX, AZ 85082

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	10485	88	Entire Lot	90-34 205TH STREET
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

MORTGAGOR/BORROWER:

LUIS E. PALAGUACHI
9034 205TH STREET
HOLLIS, NY 11423

MORTGAGEE/LENDER:

MERS
PO BOX 2026
FLINT, MI 48501-2026

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	608,000.00	\$ 0.00
Taxable Mortgage Amount:	\$	608,000.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	3,040.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	6,840.00	\$ 0.00
Spec (Additional):	\$	0.00	
TASF:	\$	1,520.00	
MTA:	\$	1,794.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	13,194.00	
Recording Fee:	\$	142.00	
Affidavit Fee:	\$	0.00	



RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed 08-02-2007 16:23

City Register File No.(CRFN):

2007000399278

Janette McMill
City Register Official Signature

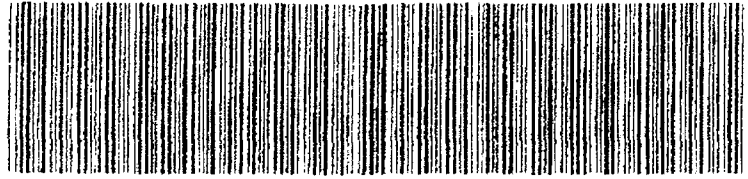
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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007062901272001001CC6EE

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 23

Document ID: 2007062901272001

Document Date: 06-08-2007

Preparation Date: 06-29-2007

Document Type: MORTGAGE

PARTIES

MORTGAGOR/BORROWER:

ROSA E. PALAGUACHI
9034 205TH STREET
HOLLIS, NY 11423

MORTGAGOR/BORROWER:

NUBE E. LAPORTE
9034 205TH STREET
HOLLIS, NY 11423

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Return To:
First National Bank of
Arizona
P.O. Box 66604
Phoenix, AZ 85082
Prepared By:
Bao Le

Queens
B/K: 10485
Lot: 88
ALS-2543

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated June 8, 2007 together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower."

Luis E. Palaguachi as to undivided 25% interest and Rosa E. Palaguachi as to undivided 25% interest
And Nube E. Laporte as to undivided 50% interest as tenants in common.

whose address is 90 -34 205th Street, Hollis, NY 11423

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender." First National Bank of Arizona

will be called "Lender." Lender is a corporation or association which exists under the laws of United States of America . Lender's address is

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3033 1/01

VMP-6A(NY) (0005) 07

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Initials

REP LEP N.E.L.

VMP Mortgage Solutions, Inc. (800)521-7291

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(E) "Note." The note signed by Borrower and dated June 8, 2007, will be called the "Note." The Note shows that I owe Lender six hundred eight thousand and 00/100

Dollars (U.S. \$608,000.00)

plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by July 1, 2037

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

NYSD - 6A(NY) (0005).07

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Initials: REP LEP - U.E.L.

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BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

(A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and

(B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

DESCRIPTION OF THE PROPERTY

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at 90-34 205th Street

[Street]

Hollis

[City, Town or Village], New York 11423

[Zip Code].

This Property is in Queens

County. It has the following legal

description: **SEE ATTACHED LEGAL DESCRIPTION**

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;



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**Atlantis Land Services
Schedule A**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

Measure
BEGINNING at a point on the Westerly side of 205th Street, distant 367 feet northerly from the corner formed by the intersection of the northerly side of 93rd Avenue and the westerly side of 205th Street;

RUNNING THENCE westerly parallel with 93rd Avenue, 100 feet

THENCE northerly parallel with 205th Street, 33.17 feet;

THENCE easterly parallel with 93rd Avenue 100 feet to the westerly side of 205th Street;

THENCE southerly along the westerly side of 205th Street 33.17 feet to the point or place of BEGINNING.

Section: Block: 10485 Lot: 88 County: Queens

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(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
 (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
 (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

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If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

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I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security

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Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance. I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

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that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.

(a) Maintenance and Protection of the Property.

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) Lender's Inspection of Property.

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

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8. Borrower's Loan Application. If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. Lender's Right to Protect Its Rights in The Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance

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coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in

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value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

12. Continuation of Borrower's Obligations And of Lender's Rights.

(a) Borrower's Obligations.

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(b) Lender's Rights.

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to



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delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. Loan Charges. Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Word Usage. This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

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If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If

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Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another

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Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

(a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;

(b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep or the default that has occurred;

(2) The action that I must take to correct that default;

(3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. **Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. **Agreements about New York Lien Law.** I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. **Borrower's Statement Regarding the Property [check box as applicable].**

☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

☐ This Security Instrument does not cover real property improved as described above.

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BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

Luis E Palaguachi (Seal)
Luis Palaguachi -Borrower

Rosa E Palaguachi (Seal)
Rosa Palaguachi -Borrower

_____ (Seal)
-Borrower

Maria E Lopez (Seal)
Maria E Lopez -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower



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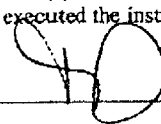
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STATE OF NEW YORK,

County ss: Queens

On the 8th day of June 2007 before me, the undersigned, a notary public in and for said state, personally appeared Luis Palaguachi & Rosa Palaguachi,
Nube E. Laporte

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public

Tax Map Information:

Theresa M. DeMilt
New York State Notary Public
#01DE6101857
Qualified in Nassau County
Commission Exp. Nov. 17, 2017

SEAL


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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 8th day of June, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First National Bank of Arizona

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 90-34 205th Street, Hollis, NY 11423

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

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**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

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Initials:

VMP Mortgage Solutions, Inc.
(800)521-7291

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E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Luis E Palaguachi (Seal)
Luis Palaguachi -Borrower

Rosa E Palaguachi (Seal)
Rosa Palaguachi -Borrower

Paul E Lopez (Seal)
Paul E Lopez -Borrower


____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower


vmp-57R (0411)

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Form 3170 1/01

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

EXHIBIT "C"

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

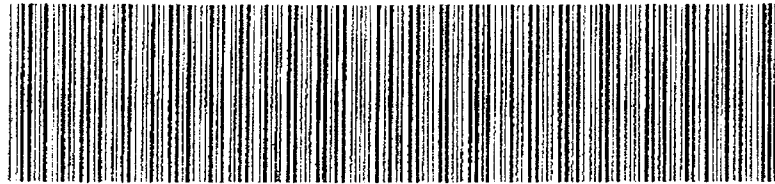
INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2011012800340001001E0A59

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2011012800340001

Document Date: 03-16-2010

Preparation Date: 01-28-2011

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

PRESENTER:

WEB TITLE AGENCY ***PICK UP***
69 CASCADE DRIVE
KNOWLTON BLDG., SUITE 202
ROCHESTER, NY 14614
585-454-4770
miulianella@webtitle.us

RETURN TO:

WEB TITLE AGENCY ***PICK UP***
69 CASCADE DRIVE
KNOWLTON BLDG., SUITE 202
ROCHESTER, NY 14614
585-454-4770
miulianella@webtitle.us 10-23341

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	10485	88	Entire Lot	90-34 205TH STREET
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN: 2007000399278

PARTIES

ASSIGNOR/OLD LENDER:

MERS, INC
P.O. BOX 2026
FLINT, MI 48501-2026

ASSIGNEE/NEW LENDER:

J.P. MORGAN ACQUISITION CORP.
C/O BAC HOME LOANS SERVICING, LP, 7105
CORPORATE DRIVE PTX-C35
PLANO, TX 75024

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	0.00	\$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 0.00
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	0.00	
Recording Fee:	\$	47.00	
Affidavit Fee:	\$	0.00	

RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed 02-02-2011 15:13

City Register File No.(CRFN):

2011000039691

City Register Official Signature

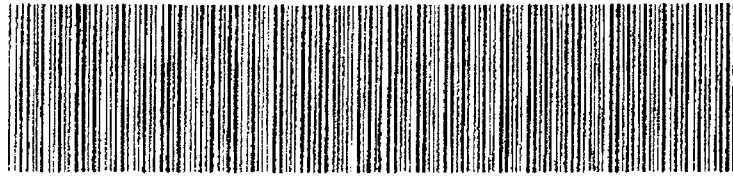
FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2011012800340001001C08D9

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2011012800340001

Document Date: 03-16-2010

Preparation Date: 01-28-2011

Document Type: ASSIGNMENT, MORTGAGE

PARTIES

ASSIGNOR/OLD LENDER:

FIRST NATIONAL BANK OF ARIZONA

P.O. BOX 2026

FLINT, MI 48501-2026

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

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RECEIVED NYSCEF: 07/28/2017

35133

RECORD & RETURN TO:
 Frenkel, Lambert, Weiss, Weisman & Gordon, LLP
 20 West Main Street
 Bay Shore, New York 11706

BLOCK:10485
 LOT:88
 COUNTY: Queens

ASSIGNMENT OF MORTGAGE

Know that Mortgage Electronic Registration Systems, Inc. as nominee for First National Bank of Arizona ("Assignor"), having a place of business at P.O. Box 2026, Flint, MI 48501-2026, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by J.P. Morgan Mortgage Acquisition Corp., ("Assignee"), having a place of business at c/o BAC Home Loans Servicing, LP, 7105 Corporate Drive, PTX-C35, Plano, TX 75024, does hereby grant, bargain, sell, assign, transfer, and convey unto the Assignee the following described Mortgage or Deed of Trust duly recorded in the office of real property records in the County of Queens, for the premises known as 90-34 205th Street, Hollis, NY 11423, together with the note or obligation described and secured by said mortgage, and the monies due and to grow due thereon with the interest, as follows:

MORTGAGOR: Luis E. Palaguachi and Rose E. Palaguachi
 MORTGAGEE: Mortgage Electronic Registration Systems, Inc. as nominee for First National Bank of Arizona
 AMOUNT: 608,000.00
 DATE: June 8, 2007
 RECORDED: August 2, 2007
 CRFN: 2007000399278

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

In Witness whereof, the Assignor has hereunto set her/his hand this 16 day of March, 2010.

IN PRESENCE OF:

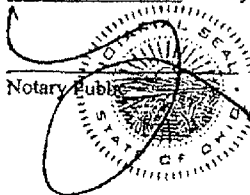
Mortgage Electronic Registration Systems, Inc. as
 nominee for First National Bank of Arizona:

Tonia Williams
 Tonia Williams

BY: Dana Heisel
 Dana Heisel
 Title: Vice President

STATE OF Ohio)
) SS:
 COUNTY OF Franklin)

On the 16 day of March, in the year 2010, before me, the undersigned, personally appeared Dana Heisel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in Franklin County.



LATRESA D. PAYNE
 NOTARY PUBLIC
 STATE OF OHIO
 Recorded in
 Franklin County
 My Comm. Exp. 9/16/12

SEAL

Our file No.: 01-035133-F00

10-23341

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

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NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

**Universal Abstract Agency
20 West Main Street
Bayshore, N.Y. 11706**

SCHEDULE A

DESCRIPTION OF MORTGAGED PREMISES

Title No. U01-035133

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 205th Street, distant 367 feet northerly from the corner formed by the intersection of the northerly side of 93rd Avenue and the westerly side of 205th Street;

RUNNING THENCE westerly parallel with 93rd Avenue, 100 feet;

THENCE northerly parallel with 205th Street, 33.17 feet;

THENCE easterly parallel with 93rd Avenue 100 feet to the westerly side of 205th Street;

THENCE southerly along the westerly side of 205th Street 33.17 feet to the point or place of BEGINNING.

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

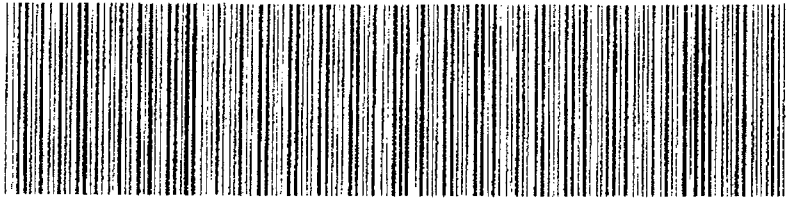
INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

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**NYC DEPARTMENT OF FINANCE
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2014031000029001001ED4CF

RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 3**

Document ID: 2014031000029001

Document Date: 03-05-2014

Preparation Date: 03-12-2014

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

PRESENTER:

CT LIEN SOLUTIONS
P.O. BOX 29071
SUITE 700 (42293019)
GLENDALE, CA 91209
800-331-3282
CLS-CTLSACCOUNTING@WOLTERSKLUWER.COM

RETURN TO:

CT LIEN SOLUTIONS
P.O. BOX 29071
SUITE 700 (42293019)
GLENDALE, CA 91209
800-331-3282
CLS-CTLSACCOUNTING@WOLTERSKLUWER.COM

Borough		Block		Lot		PROPERTY DATA	
						Unit	Address
QUEENS		10485		88		Entire Lot	90-34 205TH STREET
Property Type: OTHER							

CROSS REFERENCE DATA

CRFN: 2007000399278

PARTIES**ASSIGNOR/OLD LENDER:**

J.P. Morgan Mortgage Acquisition Corp.
700 Kansas Lane, MC 8000
Monroe, LA 71203

ASSIGNEE/NEW LENDER:

Christiana Trust, A Division of Wilmington Savings
1610 East St. Andrews Place, Suite B150H
Santa Ana, CA 92705

FEES AND TAXES

Mortgage:		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYC Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 0.00		
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 47.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE****CITY OF NEW YORK**

Recorded/Filed 03-19-2014 13:56

City Register File No. (CRFN):

2014000095400

City Register Official Signature

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

Return To:
 CT LIEN SOLUTIONS
 PO BOX 28071
 GLENDALE, CA 91209-8071
 Phone #: 800-331-3282

This Instrument Prepared By:
 JPMC Mortgage
 KATASHA GILBERT
 780 KANSAS LANE 2ND FLOOR
 Monroe, LA 71203

NEW YORK ASSIGNMENT OF MORTGAGE



For Value Received, the undersigned holder of a Mortgage, J.P. Morgan Mortgage Acquisition Corp., (herein "Assignor") with an address at 700 Kansas Lane, MC 8000, Monroe, LA, 71203, does hereby grant, sell, assign, transfer and convey, unto Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-10, whose address is 1610 East St. Andrews Place, Suite B150H, Santa Ana, CA, 92705, all beneficial interest under a certain Mortgage dated 05/08/2007 and recorded on 08/02/2007, made and executed by Luis E. Palaguachi and Rosa E. Palaguachi and Nade E. Laporte to and in favor of Mortgage Electronic Registration Systems ("MERS") as NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA with an address at 1901 East Voorhees Street, Suite C, Danville, IL, 61834, upon the following described property situated in Queens County, State of New York:
 Property Address: 8034 205th St, Hollis, NY, 11423

MORTGAGE DATED 05/08/2007 MADE BY Luis E. Palaguachi and Rosa E. Palaguachi and Nade E. Laporte TO Mortgage Electronic Registration Systems ("MERS") as NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA and recorded on August 02, 2007, CRFN/Instrument # 2007000399278.

Lot: 88 Block: 10485

such Mortgage having been given to secure payment of Six Hundred Eight Thousand dollars and Zero cents (\$608,000.00), which Mortgage is of record in No. 2007000399278, in the Office of the County Clerk or Register of Queens County, State of New York.

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 03/05/2014.

Assignor:
 JPMorgan Chase Bank, National Association as A/V for JPMorgan Mortgage Acquisition Corp.

By: *L. Chisley*
 Ladarus Chisley
 As: Vice President



SEAL

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STATE OF LA, Ouachita Parish.

On 03/05/2014 before me, the undersigned, personally appeared Ladarious Chisley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public: Tommie J. Nelson

Tommie J. Nelson
Notary I.D. #067566
Lincoln Parish, Louisiana
Commissioned for Life

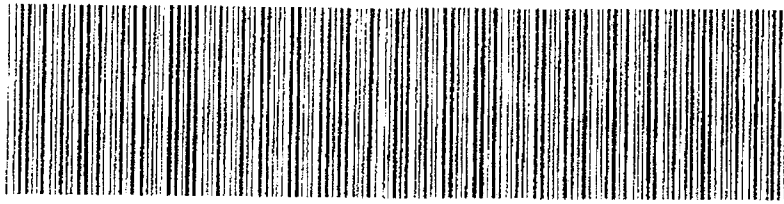

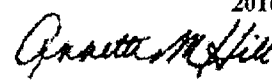
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NYSCEF DOC. NO. 2

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RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		 2016031000312001001EF8CB	
RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 6			
Document ID: 2016031000312001 Document Type: ASSIGNMENT, MORTGAGE Document Page Count: 5		Document Date: 02-18-2016 Preparation Date: 03-10-2016	
PRESENTER: MERIDIAN ASSET SERVICES 780 94TH AVENUE NORTH SUITE 102 SAINT PETERSBURG, FL 33702 SUPPORT@SIMPLIFILE.COM		RETURN TO: MAS 780 94TH AVENUE N, SUITE 102 ST. PETERSBURG, FL 33702 SUPPORT@SIMPLIFILE.COM	
Borough QUEENS	Block 10485	Lot 88	PROPERTY DATA Unit Address Entire Lot 90-34 205TH STREET Property Type: DWELLING ONLY - 1 FAMILY
CROSS REFERENCE DATA			
CRFN: 2007000399278			
PARTIES			
ASSIGNOR/OLD LENDER: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS 500 DELAWARE AVENUE 11TH FLOOR WILMINGTON, DE 19801		ASSIGNEE/NEW LENDER: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC 11755 WILSHIRE BLVD. SUITE 1700 LOS ANGELES, CA 90025	
FEES AND TAXES			
Mortgage: Mortgage Amount: \$ 0.00 Taxable Mortgage Amount: \$ 0.00 Exemption:		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00	
TAXES: County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 0.00		<div style="display: flex; align-items: center; justify-content: center;">  <div> RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 03-15-2016 08:41 City Register File No.(CRFN): 2016000089774  City Register Official Signature </div> </div>	
Recording Fee: \$ 62.00 Affidavit Fee: \$ 0.00			

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
780 94th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

Space above for Recorder's use

Section: N/A Lot: 88 Block: 10485



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10**, whose address is **500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801**, (ASSIGNOR), does hereby grant, assign and transfer to **NORMANDY MORTGAGE ACQUISITION COMPANY, LLC**, whose address is **C/O THE PALISADES GROUP LLC, 11755 WILSHIRE BLVD, SUITE 1700, LOS ANGELES, CA 90025**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 6/8/2007

Original Loan Amount: \$608,000.00

Executed by (Borrower(s)): **LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST, ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume N/A, Page N/A,

Document/Instrument No: 2007000399278 in the Office of County Recorder of **QUEENS** County, NY, Recorded on 8/2/2007.

Legal Description: **SEE EXHIBIT "A" ATTACHED**

Property more commonly described as: **90-34 205TH STREET, HOLLIS, NEW YORK 11423**

**This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.*

OT 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

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NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 2/18/16

CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10, BY NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, ITS APPOINTED ATTORNEY-IN-FACT

By: Akari Namba
Title: Authorized Signatory

Witness Name: STACE DIAZ

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of _____
County of _____

On _____, before me, _____, a Notary Public, personally appeared _____ of/for **CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10, BY NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, ITS APPOINTED ATTORNEY-IN-FACT**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. I further certify _____, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

See attached Notary Certificate

(Notary Name): _____
My commission expires: _____

GA 2/18/16

OT 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

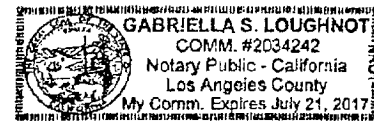
On FEBRUARY 18, 2016 before me, GABRIELLA S LOUGHNOT, Notary Public
(insert name and title of the officer)

personally appeared AKARI NAMBA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriella S. Loughnot (Seal)



FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

EXHIBIT "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of 205th Street, distant 367 feet northerly from the corner formed by the intersection of the northerly side of 93rd Avenue and the westerly side of 205th Street;

RUNNING THENCE westerly parallel with 93rd Avenue, 100 feet

THENCE northerly parallel with 205th Street, 33.17 feet;

THENCE easterly parallel with 93rd Avenue 100 feet to the westerly side of 205th Street;

THENCE southerly along the westerly side of 205th Street 33.17 feet to the point or place of BEGINNING.

Assignment Chain

Mortgage

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS

Borrower: LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST AS TENANTS IN COMMON.

Amount: \$608,000.00

Recorded: 08/02/2007; INSTR#: 2007000399278

Assigned From: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS

To: JPMORGAN MORTGAGE ACQUISITION CORPORATION

Recorded: 02/02/2011 ; INSTR# 2011000039691

Assigned From: JPMORGAN MORTGAGE ACQUISITION CORPORATION

To: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10

Recorded: 03/19/2014 ; INSTR# 2014000095400

Assigned From: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10

EXHIBIT 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

To: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC
Recorded: To be recorded concurrently herewith

Assigned From: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC
To: BAYVIEW LOAN SERVICING, LLC
Recorded: To be recorded concurrently herewith

OT 15

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

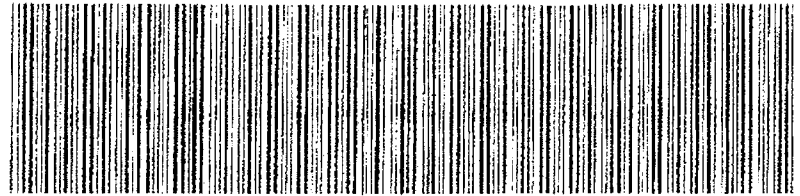
INDEX NO. 710424/2017

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2016031000312002001EF88F

RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 6****Document ID: 2016031000312002****Document Date: 02-18-2016****Preparation Date: 03-10-2016****Document Type: ASSIGNMENT, MORTGAGE****Document Page Count: 5****PRESENTER:**

MERIDIAN ASSET SERVICES
780 94TH AVENUE NORTH
SUITE 102
SAINT PETERSBURG, FL 33702
SUPPORT@SIMPLIFILE.COM

RETURN TO:

MAS
780 94TH AVENUE N. SUITE 102
ST. PETERSBURG, FL 33702
SUPPORT@SIMPLIFILE.COM

				PROPERTY DATA	
Borough	Block	Lot	Unit	Address	
QUEENS	10485	88	Entire Lot	90-34 205TH STREET	
Property Type: DWELLING ONLY - 1 FAMILY					

CROSS REFERENCE DATA**CRFN: 2007000399278****PARTIES****ASSIGNOR/OLD LENDER:**

NORMANDY MORTGAGE ACQUISITION COMPANY, LLC
11755 WILSHIRE BLVD. SUITE 1700
LOS ANGELES, CA 90025

ASSIGNEE/NEW LENDER:

BAYVIEW LOAN SERVICING LLC
4425 PONCE DE LEON BLVD. 5TH FLOOR
CORAL GABLES, FL 33146

FEES AND TAXES

Mortgage:			Filing Fee:		
Mortgage Amount:	\$	0.00		\$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:		
Exemption:				\$	0.00
TAXES: County (Basic):			NYS Real Estate Transfer Tax:		
City (Additional):	\$	0.00		\$	0.00
Spec (Additional):	\$	0.00			
TASF:	\$	0.00			
MTA:	\$	0.00			
NYCTA:	\$	0.00			
Additional MRT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	62.00			
Affidavit Fee:	\$	0.00			

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE****CITY OF NEW YORK**

Recorded/Filed 03-15-2016 08:41

City Register File No. (CRFN):

2016000089775



Gracie M. Hill

City Register Official Signature

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
780 94th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

Space above for Recorder's use

Section: N/A Lot: 88 Block: 10485



2003280

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **NORMANDY MORTGAGE ACQUISITION COMPANY, LLC**, whose address is **C/O THE PALISADES GROUP LLC, 11755 WILSHIRE BLVD, SUITE 1700, LOS ANGELES, CA 90025**, (ASSIGNOR), does hereby grant, assign and transfer to **BAYVIEW LOAN SERVICING, LLC**, whose address is **4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 6/8/2007

Original Loan Amount: \$608,000.00

Executed by (Borrower(s)): **LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST, ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume N/A, Page N/A,

Document/Instrument No: 2007000399278 in the Office of County Recorder of **QUEENS** County, NY, Recorded on 8/2/2007.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 90-34 205TH STREET, HOLLIS, NEW YORK 11423

**This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.*

EXHIBIT 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 2/18/16

NORMANDY MORTGAGE ACQUISITION COMPANY, LLC

By: Akarl Namba
 Title: Authorized Signatory

Witness Name: STACE DIAZ

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of _____
 County of _____

On _____, before me, _____, a Notary Public, personally appeared _____ of/for **NORMANDY MORTGAGE ACQUISITION COMPANY, LLC**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. I further certify _____, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): _____
 My commission expires: _____

See attached Notary Certificate

GS

2/18/16

ST 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

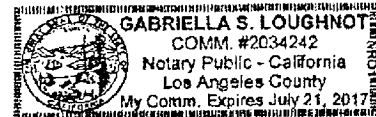
On FEBRUARY 18, 2016 before me, GABRIELLA S LOUGHNOT, Notary Public
(insert name and title of the officer)

personally appeared AKARI NAMBA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriella S. Loughnot (Seal)



FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

EXHIBIT "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of 205th Street, distant 367 feet northerly from the corner formed by the intersection of the northerly side of 93rd Avenue and the westerly side of 205th Street;

RUNNING THENCE westerly parallel with 93rd Avenue, 100 feet

THENCE northerly parallel with 205th Street, 33.17 feet;

THENCE easterly parallel with 93rd Avenue 100 feet to the westerly side of 205th Street;

THENCE southerly along the westerly side of 205th Street 33.17 feet to the point or place of BEGINNING.

Assignment Chain**Mortgage**

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS

Borrower: LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST AS TENANTS IN COMMON.

Amount: \$608,000.00

Recorded: 08/02/2007; INSTR#: 2007000399278

Assigned From: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS

To: JPMORGAN MORTGAGE ACQUISITION CORPORATION

Recorded: 02/02/2011 ; INSTR# 2011000039691

Assigned From: JPMORGAN MORTGAGE ACQUISITION CORPORATION

To: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10

Recorded: 03/19/2014 ; INSTR# 2014000095400

Assigned From: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-10

EXHIBIT 15-1

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

To: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC
Recorded: To be recorded concurrently herewith

Assigned From: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC
To: BAYVIEW LOAN SERVICING, LLC
Recorded: To be recorded concurrently herewith

OT 15-

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

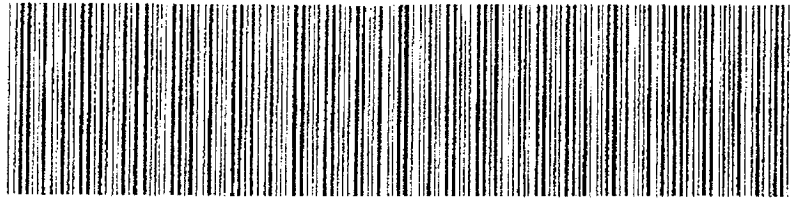
INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2016080800021001001E9C3B

RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 3****Document ID: 2016080800021001****Document Date: 06-01-2016****Preparation Date: 08-08-2016****Document Type: ASSIGNMENT, MORTGAGE****Document Page Count: 2****PRESENTER:**

VSI-SLS
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
SUPPORT@SIMPLIFILE.COM

RETURN TO:

VISIONET SYSTEMS, INC
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
SUPPORT@SIMPLIFILE.COM

				PROPERTY DATA	
Borough	Block	Lot	Unit	Address	
QUEENS	10485	88	Entire Lot	90-34 205TH STREET	
Property Type: DWELLING ONLY - 1 FAMILY					

CROSS REFERENCE DATA**CRFN: 2007000399278****PARTIES****ASSIGNOR/OLD LENDER:**

BAYVIEW LOAN SERVICING LLC
4425 PONCE DE LEON BLVD 5TH FLOOR
CORAL GABLES, FL 33146

ASSIGNEE/NEW LENDER:

BAYVIEW DISPOSITIONS NA LLC
4425 PONCE DE LEON BLVD 5TH FLOOR
CORAL GABLES, FL 33146

FEES AND TAXES

Mortgage:			Filing Fee:		
Mortgage Amount:	\$	0.00		\$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:		
Exemption:				\$	0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:		
City (Additional):	\$	0.00		\$	0.00
Spec (Additional):	\$	0.00	<div data-bbox="818 1602 1026 1794" data-label="Image"> </div> <div data-bbox="943 1561 1433 1653" data-label="Text"> <p>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</p> </div> <div data-bbox="1048 1651 1433 1729" data-label="Text"> <p>Recorded/Filed 08-09-2016 17:17 City Register File No. (CRFN): 2016000274257</p> </div> <div data-bbox="1037 1725 1315 1794" data-label="Text"> <p><i>Grantha McMill</i></p> </div> <div data-bbox="1048 1800 1425 1833" data-label="Text"> <p>City Register Official Signature</p> </div>		
TASF:	\$	0.00			
MTA:	\$	0.00			
NYCTA:	\$	0.00			
Additional MRT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	47.00			
Affidavit Fee:	\$	0.00			

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

RECORDING REQUESTED BY:
RICHMOND MONROE GROUP, INC.

WHEN RECORDED MAIL TO:

VISIONET SYSTEMS INC
183 INDUSTRY DRIVE
PITTSBURGH PA 15275

177367
10/10/17 10:00:00 AM

CORPORATE ASSIGNMENT OF MORTGAGE

NY/QUEENS

Assignment Prepared on: June 01, 2016

ASSIGNOR: BAYVIEW LOAN SERVICING, LLC by Richmond Monroe Group, Inc. its Attorney in Fact, at 4425 PONCE DE LEON BLVD, 5TH FLOOR, CORAL GABLES, FL, 33146

ASSIGNEE: BAYVIEW DISPOSITIONS IVA, LLC, at 4425 PONCE DE LEON BLVD, 5TH FLOOR, CORAL GABLES, FL, 33146

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage dated 6/8/2007, in the amount of \$608,000.00, executed by LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST AS TENANTS IN COMMON, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS and Recorded: 8/2/2007, Instrument No.: 2007000399276, Book: N/A, Page: N/A in QUEENS County, State of NEW YORK.

Property Address: 90-34 205TH STREET, HOLLIS, NY, 11423
Block: 10485 / Lot: 88

Document References:

- Assignment Dated: 3/16/2010 from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NATIONAL BANK OF ARIZONA, ITS SUCCESSORS AND ASSIGNS to J.P. MORGAN MORTGAGE ACQUISITION CORP. Recorded: 2/2/2011, Instrument No.: 2011000039691
- Assignment Dated: 3/5/2014 from J.P. MORGAN MORTGAGE ACQUISITION CORP. to WILMINGTON SAVINGS FUND SOCIETY, FSB, (SUCCESSOR BY MERGER TO CHRISTIANA BANK & TRUST COMPANY), AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST, C/O SN SERVICING CORPORATION Recorded: 3/19/2014, Instrument No.: 2014000095400
- Assignment Dated: 2/18/2016 from WILMINGTON SAVINGS FUND SOCIETY, FSB D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF SECURITIZED MORTGAGE ASSET LOAN TRUST 2015-2 to NORMANDY MORTGAGE ACQUISITION COMPANY, LLC Recorded: 3/15/2016, Instrument No.: 2016000089774
- Assignment Dated: 2/18/2016 from NORMANDY MORTGAGE ACQUISITION COMPANY, LLC to BAYVIEW LOAN SERVICING, LLC Recorded: 3/15/2016, Instrument No.: 2016000089775

This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

Page: 2 of 2

BAYVIEW LOAN SERVICING, LLC by Richmond Monroe Group, Inc. its Attorney in Fact
(POA Recorded in QUEENS, NY: 9/5/2014, Instrument No.: 2014000296813)

On: 6-1-2016

Signature: Jessica Brown
Name: Jessica Brown
Title: Vice President

State of MISSOURI
County of STONE

On 6-1-2016, before me, Toni Eutsler, a Notary Public in and for STONE in the State of MISSOURI, personally appeared Jessica Brown, Vice President, Richmond Monroe Group, Inc. as Attorney in Fact for Bayview Loan Servicing, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Toni Eutsler
Toni Eutsler
Notary Expires: 2/24/2018 / #: 14933852



TONI EUTSLER
My Commission Expires
February 24, 2018
Stone County
Commission #14933852

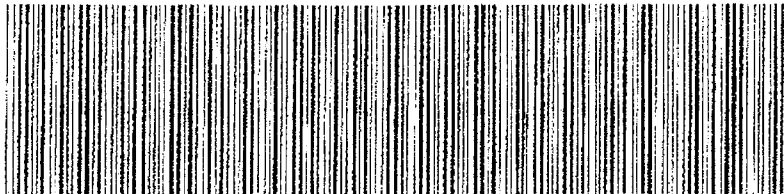


NY/QUEENS

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

INDEX NO. 710424/2017

NYSCEF DCC. NO. 2

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		 2016081101477001001EC7DC																	
RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 4																			
Document ID: 2016081101477001 Document Type: ASSIGNMENT, MORTGAGE Document Page Count: 2		Document Date: 06-27-2016 Preparation Date: 08-11-2016																	
PRESENTER: VSI-SLS 183 INDUSTRY DRIVE PITTSBURGH, PA 15275 SUPPORT@SIMPLIFILE.COM		RETURN TO: VISIONET SYSTEMS INC. 183 INDUSTRY DRIVE PITTSBURGH, PA 15275 SUPPORT@SIMPLIFILE.COM																	
<table border="1" style="width: 100%;"> <tr> <th colspan="4" style="text-align: center;">PROPERTY DATA</th> </tr> <tr> <th>Borough</th> <th>Block</th> <th>Lot</th> <th>Unit Address</th> </tr> <tr> <td>QUEENS</td> <td>10485</td> <td>88</td> <td>Entire Lot 90-34 205TH STREET</td> </tr> <tr> <td colspan="4">Property Type: DWELLING ONLY - 1 FAMILY</td> </tr> </table>				PROPERTY DATA				Borough	Block	Lot	Unit Address	QUEENS	10485	88	Entire Lot 90-34 205TH STREET	Property Type: DWELLING ONLY - 1 FAMILY			
PROPERTY DATA																			
Borough	Block	Lot	Unit Address																
QUEENS	10485	88	Entire Lot 90-34 205TH STREET																
Property Type: DWELLING ONLY - 1 FAMILY																			
CROSS REFERENCE DATA CRFN: 2007000399278 <input checked="" type="checkbox"/> Additional Cross References on Continuation Page																			
ASSIGNOR/OLD LENDER: BAYVIEW DISPOSITIONS IVA, LLC 4425 PONCE DE LEON BLVD, 5TH FLOOR CORAL GABLES, FL 33146		ASSIGNEE/NEW LENDER: MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC 1585 BROADWAY NEW YORK, NY 10036																	
FEES AND TAXES																			
Mortgage: Mortgage Amount: \$ 0.00 Taxable Mortgage Amount: \$ 0.00 Exemption:		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00																	
TAXES: County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 0.00 Recording Fee: \$ 47.00 Affidavit Fee: \$ 0.00		<div style="text-align: center;">  RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 08-15-2016 16:38 City Register File No. (CRFN): 2016000281547  City Register Official Signature </div>																	

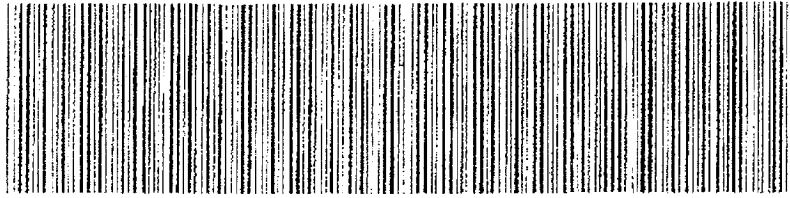
FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2016081101477001001CC55C

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 4

Document ID: 2016081101477001

Document Date: 06-27-2016

Preparation Date: 08-11-2016

Document Type: ASSIGNMENT, MORTGAGE

CROSS REFERENCE DATA

CRFN: 2011000039691

CRFN: 2014000095400

CRFN: 2016000089774

CRFN: 2016000089775

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

Page: 2 of 2

BAYVIEW DISPOSITIONS IVA, LLC

On: 6/27/16

Signature: 

Name: Robert G. Hall

Title: Vice President

STATE OF Florida
COUNTY OF Miami-Dade

On JUN 27 2016

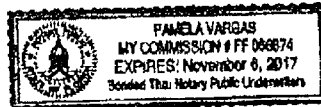
before me, Pamela Vargas, a Notary Public in and for

Miami-Dade in the State of Florida, personally appeared,

Robert G. Hall BAYVIEW DISPOSITIONS IVA, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Pamela Vargas



Notary Expires: _____ / #. _____

NY/QUEENS

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

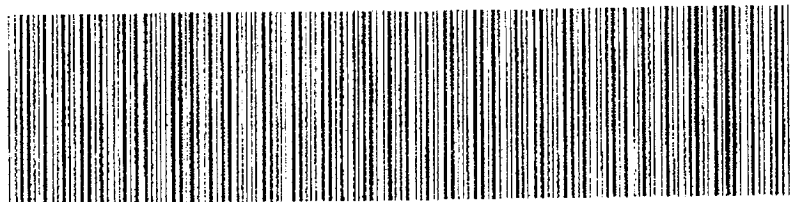
NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2016083000182001001EA748

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2016083000182001

Document Date: 08-10-2016

Preparation Date: 08-30-2016

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 1

PRESENTER:

VSI-SLS
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
SUPPORT@SIMPLIFILE.COM

RETURN TO:

VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
SUPPORT@SIMPLIFILE.COM

Borough

Block Lot

PROPERTY DATA
Unit Address

QUEENS

10485 88

Entire Lot

90-34 205TH STREET

Property Type: DWELLING ONLY - 1 FAMILY

CROSS REFERENCE DATA

CRFN: 2007000399278

☒ Additional Cross References on Continuation Page

PARTIES

ASSIGNOR/OLD LENDER:

MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC
1585 BROADWAY
NEW YORK, NY 10036

ASSIGNEE/NEW LENDER:

FV-I, INC
1585 BROADWAY
NEW YORK, NY 10036

FEES AND TAXES

Mortgage:

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 42.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 08-31-2016 15:49

City Register File No.(CRFN):

2016000302349



Gravett M. Hill

City Register Official Signature

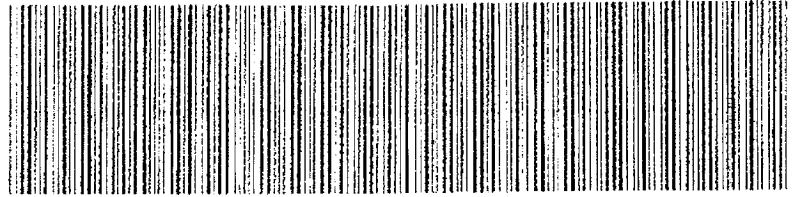
FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

INDEX NO. 710424/2017

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 07/28/2017

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2016083000182001001CA5C8

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 3

Document ID: 2016083000182001

Document Date: 08-10-2016

Preparation Date: 08-30-2016

Document Type: ASSIGNMENT, MORTGAGE

CROSS REFERENCE DATA

CRFN: 2016000274004

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

This Instrument Prepared By
 VISIONET SYSTEMS INC.
 After Recording Return To:
 VISIONET SYSTEMS INC.
 183 INDUSTRY DRIVE
 PITTSBURGH, PA 15275
 Voice: 1-(412) 927-0226



Assignment of Mortgage

For value received, MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, whose address is 1585 Broadway, New York, NY 10036, hereby grants, assigns, and transfers to: **FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC** whose address is 1585 Broadway, New York, NY 10036 all beneficial interest under that certain Mortgage dated June 08, 2007 executed by:

Borrower: **LUIS E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND ROSA E. PALAGUACHI AS TO UNDIVIDED 25% INTEREST AND NUBE E. LAPORTE AS TO UNDIVIDED 50% INTEREST AS TENENTS IN COMMON**, whose address is 90-34 205TH STREET, HOLLIS, NY 11423

For MERS, whose address is 1901 E Voorhees Street, suite C, Danville, IL 61834, as nominee for **FIRST NATIONAL BANK OF ARIZONA**, whose address is P.O. BOX 66604 PHOENIX, AZ 85082 in the amount of: \$608,000.00, recorded 08/02/2007 as Instrument No.: 2007000399278 of the Official Records of Queens County, New York

Property Address: 90-34 205TH STREET, HOLLIS, New York 11423
 Tax Parcel ID: BLOCK: 10485, LOT: 88

This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an Assignment within the secondary mortgage market

Together with the Note or Notes therein described or referenced to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Effective date: 8-10-16

MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC
 By Specialized Loan Servicing LLC, as Attorney in Fact

By:

Stacy Pierce
STACY PIERCE

VICE PRESIDENT

Visionet, as Attorney in Fact for Specialized Loan Servicing LLC

POA Recorded on 8/9/16 under CRFN 2016000274004

State of **PENNSYLVANIA**
 County of **ALLEGHENY**

On 8-10-16 before me, Autumn R Carnegie the undersigned, a Notary Public in and for the county of **ALLEGHENY** in the State of Pennsylvania, personally appeared Stacy Pierce, VICE PRESIDENT personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that for his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

Autumn R Carnegie
Autumn R Carnegie
 My Commission Expires: 06/06/2020

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
AUTUMN R. CARNEGIE
 Notary Public
 FINDLEY TWP, ALLEGHENY COUNTY
 My Commission Expires Jun 6, 2020

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

NYSCEF DOC. NO. 2

INDEX NO. 710424/2017

RECEIVED NYSCEF: 07/28/2017

EXHIBIT "D"

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New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : Specialized Loan Servicing LLC
Address : 8742 Lucent Blvd, Suite 300
Highlands Ranch CO 80129

Filing Information:

Tracking Number : NYS4202483
Mailing Date Step 1 : 22-MAR-17 12:00:00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 23-MAR-17 12:00:00.000 AM
Filing Date Step 1 Orig : 23-MAR-17 12:00:00.000 AM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 90 -34 205TH ST HOLLIS
NY 11423
County : Queens
Date of Original Loan : 08-JUN-07 12:00:00.000 AM
Amt of Original Loan : 608000
Loan Number Step 1 : [REDACTED]
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Interest Only
Loan Term : 30 Year
Loan Modification : Non HAMP
Days Delinquent : Other
Borrower's Name : ROSA PALAGUACHI
Address : 90 -34 205TH ST 90 -34 205TH ST
HOLLIS 11423
Borrower's Phone No : [REDACTED]
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

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New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

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Owner Occupied at Jdgmnt :
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NY 11423
County : Queens
Date of Original Loan : 08-JUN-07 12:00:00.000 AM
Amt of Original Loan : 608000
Loan Number Step 1 : [REDACTED]
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Interest Only
Loan Term : 30 Year
Loan Modification : Non HAMP
Days Delinquent : Other
Borrower's Name : LUIS PALAGUACHI
Address : 90 -34 205TH ST 90 -34 205TH ST
HOLLIS 11423
Borrower's Phone No : [REDACTED]
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☎ 800-306-6062

☎ 720-241-7218

LUIS E PALAGUACHI
8767 129TH ST
RICHMOND HILL, NY 11418

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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March 22, 2017

LUIS E PALAGUACHI
8767 129TH ST
RICHMOND HILL, NY 11418

CMR/R/R 71901110766107495692

RE: [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear LUIS E PALAGUACHI:

[REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

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Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 1-800-306-6059 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Service's toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

SPECIALIZED LOAN SERVICING LLC IS REQUIRED BY FEDERAL LAW TO ADVISE YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, IF ALLOWED BY LAW AND/OR CONTRACT, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.

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Agency	Address	Phone	Additional Information
Brooklyn Neighborhood Improvement Association	1482 Saint James Pl Suite 1C Brooklyn, NY 11213	(718)773-4116	
Clearpoint Financial Solutions - Albany	2 Computer Drive West Albany, NY 12205	(800)750-2227	
Affordable Housing Partnership	255 Crange Street Albany, NY 12210	518-434-1730	
NYS Office for People with Developmental Disabilities (OPWDD)	44 Holland Avenue Albany, NY 12229	(518)473-1973	serving all NYS residents with developmental disabilities and their families.
United Tenants of Albany	33 Clinton Avenue Albany, NY 12207	518-436-8997	Provides assistance for tenants whose buildings are in the process of being foreclosed or whose buildings have been foreclosed.
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	(631)286-9236	
ACCORD	84 Schuyler Street Belmont, NY 14813	(585)268-7605	To access Western New York Foreclosure Services Partners' individual web pages click on the link below: http://www.homeownershipstandards.org/
Metro Interfaith Housing Council	21 New Street Binghamton, NY 13903	607-772-6766	
Clearpoint Financial Solutions	49 Court Street The Metro Center Binghamton, NY 13901	(877)412-2227	
Long Island Housing Services, Inc.	640 Johnson Avenue Bohemia, NY 11716	(631)567-5111	
Neighborhood Housing Services- North Bronx	1451 East Gun Hill Road Bronx, NY 10469	(718)881-1180	Serving southern Westchester and Bronx. http://www.homeownershipstandards.org/
Neighborhood Housing Services- South Bronx	848 Concourse Village West Bronx, NY 10451	(718)992-5979	
NYC Commission on Human Rights	1932 Arthur Avenue Bronx, NY 10457	(718)579-6728	
NYC Commission on Human Rights	1932 Arthur Avenue Bronx, NY 10457	(718)579-6900	
Bridge Street Dev. Corp.	460 Nostrand Avenue Brooklyn, NY 11216	(718)636-7596	
Brooklyn Housing and Family	415 Albemarle Road	(718)435-7585	

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Services, Inc.	Brooklyn, NY 11218		
CAMBA	1720 Church Avenue Brooklyn, NY 11226	718-287-0010	
Cypress Hills Local Dev. Corp.	625 Jamaica Avenue Brooklyn, NY 11208	(718)647-2800	Serving Brooklyn and parts of western Queens.
Greater Sheepshead Bay Dev. Corp.	2105 East 22nd Street Brooklyn, NY 11229	(718)332-0520	
Neighborhood Housing Services of Bedford-Stuyvesant	1012 Gates Avenue Brooklyn, NY 11221	(718)919-2100	http://www.homeownershipstandards.org /
Neighborhood Housing Services-East Flatbush	2806 Church Avenue Brooklyn, NY 11226	(718)469-4679	http://www.homeownershipstandards.org /
Neighbors Helping Neighbors (NHN)	621 Degraw Street Brooklyn, NY 11217	(718)237-2017	http://www.homeownershipstandards.org /
Pratt Area Community Council	1000 Dean Street Brooklyn, NY 11238	(718)522-2613	
Money Management International, Inc.	26 Court Street Suite 2610 Brooklyn, NY 11242	(866)232-9080	
Southern Brooklyn Community Organization	4006 18 Avenue Brooklyn, NY 11218	718-435-1300	
Greenpath Debt Solutions	175 Remsen Street Brooklyn, NY 11201	(866)285-4033	
MHANY Management, Inc.	1 MetroTech Center Brooklyn, NY 11201	(718)246-8080	
NY Commission of Human Rights-Brooklyn	275 Livingston Street Brooklyn, NY 11217	(718)722-3130	
Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M Brooklyn, NY 11230	(718)377-2900	
Grow Brooklyn, Inc.	1474 Myrtle Avenue Brooklyn, NY 11237	(718)418-8232	
Neighborhood Assistance Corp. of America	135 Delaware Avenue Buffalo, NY 14202	(716)834-6222	
Neighborhood Housing Services of Buffalo	1937 South Park Avenue Buffalo, NY 14220	(716)823-3630	
West Side & Black Rock Riverside NHS, Inc.	203 Military Road Buffalo, NY 14207	(716)877-3910	
West Side & Black Rock Riverside NHS, Inc.	203 Military Road Buffalo, NY 14207	(716)885-2344	
Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716)250-2400	
West Side & Black Rock Riverside NHS, Inc.	359 Connecticut Street Buffalo, NY 14213	(716)885-2344	http://www.homeownershipstandards.org /
West Side & Black Rock Riverside NHS, Inc.	359 Connecticut Street Buffalo, NY 14213	(716)885-2344	http://www.homeownershipstandards.org /
Neighborhood Housing Services of South Buffalo	1937 South Park Avenue Buffalo, NY 14220	(716)823-3630	Also serving surrounding counties.
Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	
North Country Housing Council	19 Main Street Canton, NY 13617	315-386-8576	
Putnam County Housing Corp.	11 Seminary Hill Road Carmel, NY 10512	(845)225-8493	Make appointment
LIFE, Inc.	112 Spruce Street Cedarhurst, NY 11516	(516)374-4564	Serving Nassau and eastern Queens
Community Development	2100 Middle Country	(631)471-1215	

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Corporation of Long Island	Road Centereach, NY 11720		
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Central Islip, NY 11722	(631)647-3765	
Central Islip Civic Council	68 Wheeler Road Central Islip, NY 11722	(631)348-0669	
Arbor Housing and Development	26 South Bridge Street Corning, NY 14830	(607)654-7487	
Cortland Housing Assistance Council, Inc.	36 Taylor Street Cortland, NY 13045	(607)753-8271	
American Debt Resources, Inc.	248 Larkfield Road East Northport, NY 11731	(800)498-0766	
Housing Assistance Program of Essex County (HAPEC)	103 Hand Avenue Elizabethtown, NY 12932	518-873-6888	http://www.homeownershipstandards.org /
Catholic Charities of Chemung	215 East Church Street Elmira, NY 14901	(607)734-9784	
Community Development Corporation of Long Island	333 North Main Street Freeport, NY 11520	(631)471-1215	http://www.homeownershipstandards.org /
Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	(315)593-7166	
Greenpath Debt Solutions	300 Garden City Plaza Garden City, NY 11530	(866)776-6738	
La Fuerza Unida, Inc.	1 School Street Glen Cove, NY 11542	516-759-0788	Serving Nassau and western Suffolk and Queens, Spa http://www.homeownershipstandards.org/h speaking staff available.
Housing Help, Inc.	101 Broadway Greenlawn, NY 11740	631-754-0373	
North Fork Housing Alliance	110 South Street Greenport, NY 11944	(631)477-1070	
Delaware Opportunities, Inc.	35430 New York 10 Hamden, NY 13782	(607)746-1650	
Long Island Housing Partnership, Inc.	180 Oser Avenue Hauppauge, NY 11788	631-435-4710	http://www.homeownershipstandards.org /
Housing Resources of Columbia County, Inc.	252 Columbia Street Hudson, NY 12534	(518)822-0707	
Homefront Development Corp.	568 Lower Allen Street Hudson Falls, NY 12839	518-747-8250	
Debt Counseling Corp.	3033 Expressway Drive North Islandia, NY 11749	(888)354-6332	
Alternatives FCU	125 South Fulton Street Ithaca, NY 14850	(607)216-3445	
Chautauqua Opportunities, Inc.	402 Chandler Street Jamestown, NY 14701	(716)661-9430	
Friends of the North Country	1 Mill Street Keeseville, NY 12944	518-834-9606	http://www.homeownershipstandards.org /
RUPCO	301 Fair Street Kingston, NY 12401	(845)331-9860	Part of the Hudson Valley Foreclosure Prevention Services. http://www.homeownershipstandards.org /
Community Action in Self Help	48 Water Street Lyons, NY 14489	(315)946-6992	
Franklin County Community Housing Council Inc.	337 West Main Street Malone, NY 12953	(518)483-5934	

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Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy Street Mayville, NY 14757	716-753-4650	http://www.homeownershipstandards.org /
Rural Sullivan Housing Corp.	6 Pelton Street Monticello, NY 12701	845-794-0348	Also serving surrounding areas
Community Action Program for Madison County	3 West Main Street Morrisville, NY 13408	(315)684-3144	
Rockland Housing Action Coalition	120-126 N Main St Annex 1st Flr New City, NY 10956	(845)708-5799	www.rhachomes.org
Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	(646)442-6545	
West Harlem Group Assistance, Inc.	1652 Amsterdam Avenue New York, NY 10031	(212)862-1389	
Harlem Congregations for Community Development	2854 Frederick Douglass Boulevard New York, NY 10039	(212)281-4887	
Neighborhood Housing Services of NYC	307 West 36th Street New York, NY 10018	(212)519-2500	http://www.homeownershipstandards.org /
AAFE Community Development Fund, Inc.	111 Division Street New York, NY 10002	212-964-2288	
Greenpath Debt Solutions	250 West 34th Street New York, NY 10119	(866)285-4059	
Parodneck Foundation	121 6th Avenue New York, NY 10013	212-431-9700 ext: 391	
Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport, NY 11768	(800)673-6933	
Oswego Housing Development Council, Inc.	2971 County Route 26 Parish, NY 13131	315-625-4520	
Keuka Housing Council	160 Main Street Penn Yan, NY 14527	315-536-8707	In Ontario county Clients can be met at the library or in their homes.
Orange County Rural Development Advisory Corp.	59 Boniface Drive Pine Bush, NY 12566	(845)713-4568	
Human Development Services of Westchester, Inc.	28 Addee Street Port Chester, NY 10573	914-939-2005	Also serves surrounding areas. English/ Spanish speaking counselors available. http://www.homeownershipstandards.org/h
Hudson River Housing	291 Mill Street Poughkeepsie, NY 12601	845-454-9288	Part of the Hudson Valley Foreclosure Prevention Services
Greenpath	8002 Kew Gardens Road Queens, NY 11415	(888)776-6738	
Rockaway Development and Revitalization Corp	1920 Mott Avenue Queens, NY 11691	(718)327-5300	Serves Queens and western Nassau
Margert Community Corporation	325 Beach 37th Street Queens, NY 11691	(718)471-3724	
Neighborhood Housing Services-Jamaica	89-70 162nd Street Queens, NY 11432	(718)291-7400	Make appointment, http://www.homeownershipstandards.org /
Neighborhood Housing Services of Northern Queens	6020 Woodside Avenue Queens, NY 11377	(718)457-1017	http://www.homeownershipstandards.org /
CHHAYA	37-43 77th Street Queens, NY 11372	718-478-3848	Southeast Asian speaking counselors on staff
NY Commission of Human Rights-Queens	153-01 Jamaica Avenue Queens, NY 11432	(718)657-2465	
Greenpath Debt Solutions	8002 Kew Gardens Road	(866)285-4036	

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	Queens, NY 11415		
Queens Community House	108-25 62nd Drive Queens, NY 11375	718-592-5757	
Marketview Heights Association	308 North Street Rochester, NY 14605	(585)423-1540	http://www.homeownershipstandards.org /
Urban League of Rochester	265 North Clinton Avenue Rochester, NY 14605	585-325-6530	http://www.homeownershipstandards.org /
The Housing Council	75 College Avenue Rochester, NY 14607	(585)546-3700	http://www.homeownershipstandards.org /
Consumer Credit Counseling Services of Rochester, Inc.	50 Chestnut Street Rochester, NY 14604	(888)724-2227	
Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Avenue Rockville Centre, NY 11570	(516)766-6610	
Schenectady Community Action Program (SCAP)	913 Albany Street Schenectady, NY 12307	518-374-9181	
Better Neighborhoods, Inc.	986 Albany Street Schenectady, NY 12307	518-372-6469	
Western Catskills Community Revitalization Council	125 Main Street Stamford, NY 12167	(607)652-2823	
Neighborhood Housing Services, Staten Island	770 Castleton Avenue Staten Island, NY 10310	(718)442-8080	http://www.homeownershipstandards.org /
NYC Commission on Human Rights- Staten Island	60 Bay Street Staten Island, NY 10301	(718)390-8506	
Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Avenue Staten Island, NY 10302	(718)442-7351	
Northeast Hawley Development Corp.	101 Gertrude Street Syracuse, NY 13203	(315)425-1032	
Home Headquarters, Inc.	990 James Street Syracuse, NY 13203	315-474-1939	http://www.homeownershipstandards.org /
Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)412-2227	
Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)750-2227	
Cooperative Federal Credit Union	800 North Safina Street Syracuse, NY 13208	(315)476-5290	
Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	Make appointment
Troy rehabilitation and Improvement Program (TRIP)	415 River Street Troy, NY 12180	(518)690-0020	Also serving surrounding areas http://www.homeownershipstandards.org /
Clearpoint Credit Counseling Solutions	289 Genesee Street Utica, NY 13502	(800)750-2227	
UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	
Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	(518)765-2425	
Clearpoint Credit Counseling Solutions	215 Washington Street Watertown, NY 13601	(800)750-2227	
Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway West Suite 300 WEST SENECA, NY 14224	1-800-926-9685 OR 716-712-2060	

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Community Housing Innovations, Inc.	75 South Broadway White Plains, NY 10601	(914)583-1010	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
Wyandanch Community Development	59 Cumberbach Street Wyandanch, NY 11798	631-253-0139	Only serves part of western Suffolk

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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☎ 800-305-6062

☎ 720-241-7278

NUBE E LAPORTE
8767 129TH ST
RICHMOND HILL, NY 11418

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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March 22, 2017

NUBE E LAPORTE
8767 129TH ST
RICHMOND HILL, NY 11418

CMR/R/R 71901110766107495791

RE: [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear NUBE E LAPORTE:

[REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

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IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

SPECIALIZED LOAN SERVICING LLC IS REQUIRED BY FEDERAL LAW TO ADVISE YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, IF ALLOWED BY LAW AND/OR CONTRACT, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.

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Friends of the North Country	1 Mill Street Keeseville, NY 12944	518-834-9606	http://www.homeownershipstandards.org /
RUPCO	301 Fair Street Kingston, NY 12401	(845)331-9860	Part of the Hudson Valley Foreclosure Prevention Services. http://www.homeownershipstandards.org /
Community Action in Self Help	48 Water Street Lyons, NY 14489	(315)946-6992	
Franklin County Community Housing Council Inc.	337 West Main Street Malone, NY 12953	(518)483-5934	

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Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy Street Mayville, NY 14757	716-753-4650	http://www.homeownershipstandards.org /
Rural Sullivan Housing Corp.	6 Pelton Street Monticello, NY 12701	845-794-0348	Also serving surrounding areas
Community Action Program for Madison County	3 West Main Street Morrisville, NY 13408	(315)684-3144	
Rockland Housing Action Coalition	120-126 N Main St Annex 1st Flr New City, NY 10956	(845)708-5799	www.rhachomes.org
Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	(646)442-6545	
West Harlem Group Assistance, Inc.	1652 Amsterdam Avenue New York, NY 10031	(212)862-1399	
Harlem Congregations for Community Development	2854 Frederick Douglass Boulevard New York, NY 10039	(212)281-4887	
Neighborhood Housing Services of NYC	307 West 36th Street New York, NY 10018	(212)519-2500	http://www.homeownershipstandards.org /
AAFE Community Development Fund, Inc.	111 Division Street New York, NY 10002	212-964-2288	
Greenpath Debt Solutions	250 West 34th Street New York, NY 10119	(866)285-4059	
Parodneck Foundation	121 6th Avenue New York, NY 10013	212-431-9700 ext: 391	
Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport, NY 11768	(800)673-6933	
Oswego Housing Development Council, Inc.	2971 County Route 26 Parish, NY 13131	315-625-4520	
Keuka Housing Council	160 Main Street Penn Yan, NY 14527	315-536-8707	In Ontario county Clients can be met at the library or in their homes.
Orange County Rural Development Advisory Corp.	59 Boniface Drive Pine Bush, NY 12566	(845)713-4568	
Human Development Services of Westchester, Inc.	28 Adele Street Port Chester, NY 10573	914-939-2005	Also serves surrounding areas. English/ Spanish http://www.homeownershipstandards.org/h speaking counselors available.
Hudson River Housing	291 Mill Street Poughkeepsie, NY 12601	845-454-9288	Part of the Hudson Valley Foreclosure Prevention Services
Greenpath	8002 Kew Gardens Road Queens, NY 11415	(888)776-6738	
Rockaway Development and Revitalization Corp	1920 Mott Avenue Queens, NY 11691	(718)327-5300	Serves Queens and western Nassau
Margert Community Corporation	325 Beach 37th Street Queens, NY 11691	(718)471-3724	
Neighborhood Housing Services- Jamaica	89-70 162nd Street Queens, NY 11432	(718)291-7400	Make appointment, http://www.homeownershipstandards.org /
Neighborhood Housing Services of Northern Queens	6020 Woodside Avenue Queens, NY 11377	(718)457-1017	http://www.homeownershipstandards.org /
CHHAYA	37-43 77th Street Queens, NY 11372	718-478-3848	Southeast Asian speaking counselors on staff
NY Commission of Human Rights- Queens	153-01 Jamaica Avenue Queens, NY 11432	(718)657-2465	
Greenpath Debt Solutions	8002 Kew Gardens Road	(866)285-4036	

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	Queens, NY 11415		
Queens Community House	108-25 62nd Drive Queens, NY 11375	718-592-5757	
Marketview Heights Association	308 North Street Rochester, NY 14605	(585)423-1540	http://www.homeownershipstandards.org /
Urban League of Rochester	265 North Clinton Avenue Rochester, NY 14605	585-325-6530	http://www.homeownershipstandards.org /
The Housing Council	75 College Avenue Rochester, NY 14607	(585)546-3700	http://www.homeownershipstandards.org /
Consumer Credit Counseling Services of Rochester, Inc.	50 Chestnut Street Rochester, NY 14604	(888)724-2227	
Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Avenue Rockville Centre, NY 11570	(516)766-6510	
Schenectady Community Action Program (SCAP)	913 Albany Street Schenectady, NY 12307	518-374-9181	
Better Neighborhoods, Inc.	986 Albany Street Schenectady, NY 12307	518-372-6469	
Western Catskills Community Revitalization Council	125 Main Street Stamford, NY 12167	(607)652-2823	
Neighborhood Housing Services, Staten Island	770 Castleton Avenue Staten Island, NY 10310	(718)442-8080	http://www.homeownershipstandards.org /
NYC Commission on Human Rights- Staten Island	60 Bay Street Staten Island, NY 10301	(718)590-8506	
Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Avenue Staten Island, NY 10302	(718)442-7351	
Northeast Hawley Development Corp.	101 Gertrude Street Syracuse, NY 13203	(315)425-1032	
Home Headquarters, Inc.	990 James Street Syracuse, NY 13203	315-474-1939	http://www.homeownershipstandards.org /
Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)412-2227	
Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)750-2227	
Cooperative Federal Credit Union	800 North Salina Street Syracuse, NY 13208	(315)476-5290	
Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	Make appointment
Troy rehabilitation and Improvement Program (TRIP)	415 River Street Troy, NY 12180	(518)690-0020	Also serving surrounding areas. http://www.homeownershipstandards.org /
Clearpoint Credit Counseling Solutions	289 Genesee Street Utica, NY 13502	(800)750-2227	
UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	
Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	(518)765-2425	
Clearpoint Credit Counseling Solutions	215 Washington Street Watertown, NY 13601	(800)750-2227	
Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway West Suite 300 WEST SENECA, NY 14224	1-800-926-9685 OR 716-712-2060	

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Community Housing Innovations, Inc.	75 South Broadway White Plains, NY 10601	(914)683-1010	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
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Wyandanch Community Development	59 Cumberbach Street Wyandanch, NY 11798	631-253-0139	Only serves part of western Suffolk

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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☎ 800-306-6062

☎ 720-241-7218

NUBE E LAPORTE
90 -34 205TH ST
HOLLIS, NY 11423

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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March 22, 2017

NUBE E LAPORTE
90 -34 205TH ST
HOLLIS, NY 11423

CMR/R/R 71901110766107495814

RE: Loan No. [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear NUBE E LAPORTE:

LOAN NUMBER [REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.



Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 1-800-306-6059 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Service's toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

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RUPCO	301 Fair Street Kingston, NY 12401	(845)331-9860	Part of the Hudson Valley Foreclosure Prevention Services. http://www.homeownershipstandards.org /
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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☐ 800-306-6062

☑ 720-241-7218

ROSA E PALAGUACHI
90 -34 205TH ST
HOLLIS, NY 11423

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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NYSCEF DOC. NO. 2

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March 22, 2017

ROSA E PALAGUACHI
90 -34 205TH ST
HOLLIS, NY 11423

CMR/R/R 71901110766107495869

RE: Loan No. [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear ROSA E PALAGUACHI:

LOAN NUMBER [REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

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Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 1-800-306-6059 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Service's toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

SPECIALIZED LOAN SERVICING LLC IS REQUIRED BY FEDERAL LAW TO ADVISE YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, IF ALLOWED BY LAW AND/OR CONTRACT, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.

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Agency	Address	Phone	Additional Information
Brooklyn Neighborhood Improvement Association	1482 Saint James Pl Suite 1C Brooklyn, NY 11213	(718)773-4116	
Clearpoint Financial Solutions - Albany	2 Computer Drive West Albany, NY 12205	(800)750-2227	
Affordable Housing Partnership	255 Orange Street Albany, NY 12210	518-434-1730	
NYS Office for People with Developmental Disabilities (OPWDD)	44 Holland Avenue Albany, NY 12229	(518)473-1973	serving all NYS residents with developmental disabilities and their families.
United Tenants of Albany	33 Clinton Avenue Albany, NY 12207	518-436-8997	Provides assistance for tenants whose buildings are in the process of being foreclosed or whose buildings have been foreclosed.
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	(631)286-9235	
ACCORD	84 Schuyler Street Belmont, NY 14813	(585)268-7605	To access Western New York Foreclosure Services Partners' individual web pages click on the link below: http://www.homeownershipstandards.org/
Metro Interfaith Housing Council	21 New Street Binghamton, NY 13903	607-772-6766	
Clearpoint Financial Solutions	49 Court Street The Metro Center Binghamton, NY 13901	(877)412-2227	
Long Island Housing Services, Inc.	640 Johnson Avenue Bohemia, NY 11716	(631)567-5111	
Neighborhood Housing Services- North Bronx	1451 East Gun Hill Road Bronx, NY 10469	(718)881-1180	Serving southern Westchester and Bronx. http://www.homeownershipstandards.org/
Neighborhood Housing Services- South Bronx	848 Concourse Village West Bronx, NY 10451	(718)992-5979	
NYC Commission on Human Rights	1932 Arthur Avenue Bronx, NY 10457	(718)579-6728	
NYC Commission on Human Rights	1932 Arthur Avenue Bronx, NY 10457	(718)579-6900	
Bridge Street Dev. Corp.	460 Nostrand Avenue Brooklyn, NY 11216	(718)636-7596	
Brooklyn Housing and Family	415 Albemarle Road	(718)435-7585	

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Services, Inc.	Brooklyn, NY 11218		
CAMBA	1720 Church Avenue Brooklyn, NY 11226	718-287-0010	
Cypress Hills Local Dev. Corp.	625 Jamaica Avenue Brooklyn, NY 11208	(718)647-2800	Serving Brooklyn and parts of western Queens.
Greater Sheepshead Bay Dev. Corp.	2105 East 22nd Street Brooklyn, NY 11229	(718)332-0520	
Neighborhood Housing Services of Bedford-Stuyvesant	1012 Gates Avenue Brooklyn, NY 11221	(718)919-2100	http://www.homeownershipstandards.org /
Neighborhood Housing Services-East Flatbush	2806 Church Avenue Brooklyn, NY 11226	(718)469-4679	http://www.homeownershipstandards.org /
Neighbors Helping Neighbors (NHN)	621 Degraw Street Brooklyn, NY 11217	(718)237-2017	http://www.homeownershipstandards.org /
Pratt Area Community Council	1000 Dean Street Brooklyn, NY 11238	(718)522-2613	
Money Management International, Inc.	26 Court Street Suite 2610 Brooklyn, NY 11242	(866)232-9080	
Southern Brooklyn Community Organization	4006 18 Avenue Brooklyn, NY 11218	718-435-1300	
Greenpath Debt Solutions	175 Remsen Street Brooklyn, NY 11201	(866)285-4033	
MHANY Management, Inc.	1 MetroTech Center Brooklyn, NY 11201	(718)246-8080	
NY Commission of Human Rights-Brooklyn	275 Livingston Street Brooklyn, NY 11217	(718)722-3130	
Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M Brooklyn, NY 11230	(718)377-2900	
Grow Brooklyn, Inc.	1474 Myrtle Avenue Brooklyn, NY 11237	(718)418-8232	
Neighborhood Assistance Corp. of America	135 Delaware Avenue Buffalo, NY 14202	(716)834-6222	
Neighborhood Housing Services of Buffalo	1937 South Park Avenue Buffalo, NY 14220	(716)823-3630	
West Side & Black Rock Riverside NHS, Inc.	203 Military Road Buffalo, NY 14207	(716)877-3910	
West Side & Black Rock Riverside NHS, Inc.	203 Military Road Buffalo, NY 14207	(716)885-2344	
Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716)250-2400	
West Side & Black Rock Riverside NHS, Inc.	359 Connecticut Street Buffalo, NY 14213	(716)885-2344	http://www.homeownershipstandards.org /
West Side & Black Rock Riverside NHS, Inc.	359 Connecticut Street Buffalo, NY 14213	(716)885-2344	http://www.homeownershipstandards.org /
Neighborhood Housing Services of South Buffalo	1937 South Park Avenue Buffalo, NY 14220	(716)823-3630	Also serving surrounding counties.
Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	
North Country Housing Council	19 Main Street Canton, NY 13617	315-386-8576	
Putnam County Housing Corp.	11 Seminary Hill Road Carmel, NY 10512	(845)225-8493	Make appointment
LIFE, Inc.	112 Spruce Street Cedarhurst, NY 11516	(516)374-4564	Serving Nassau and eastern Queens
Community Development	2100 Middle Country	(631)471-1215	

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Corporation of Long Island	Road Centereach, NY 11720		
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Central Islip, NY 11722	(631)647-3765	
Central Islip Civic Council	68 Wheeler Road Central Islip, NY 11722	(631)348-0669	
Arbor Housing and Development	26 South Bridge Street Corning, NY 14830	(507)654-7487	
Cortland Housing Assistance Council, Inc.	36 Taylor Street Cortland, NY 13045	(607)753-3271	
American Debt Resources, Inc.	248 Larkfield Road East Northport, NY 11731	(800)498-0766	
Housing Assistance Program of Essex County (HAPEC)	103 Hand Avenue Elizabethtown, NY 12932	518-873-6888	http://www.homeownershipstandards.org /
Catholic Charities of Chemung	215 East Church Street Elmira, NY 14901	(607)734-9784	
Community Development Corporation of Long Island	333 North Main Street Freeport, NY 11520	(631)471-1215	http://www.homeownershipstandards.org /
Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	(315)593-7166	
Greenpath Debt Solutions	300 Garden City Plaza Garden City, NY 11530	(866)776-6738	
La Fuerza Unida, Inc.	1 School Street Glen Cove, NY 11542	516-759-0788	Serving Nassau and western Suffolk and Queens, Spaht http://www.homeownershipstandards.org/h speaking staff available.
Housing Help, Inc.	101 Broadway Greenlawn, NY 11740	631-754-0373	
North Fork Housing Alliance	110 South Street Greenport, NY 11944	(631)477-1070	
Delaware Opportunities, Inc.	35430 New York 10 Hamden, NY 13782	(607)746-1650	
Long Island Housing Partnership, Inc.	180 Oser Avenue Hauppauge, NY 11788	631-435-4710	http://www.homeownershipstandards.org /
Housing Resources of Columbia County, Inc.	252 Columbia Street Hudson, NY 12534	(518)822-0707	
Homefront Development Corp.	568 Lower Allen Street Hudson Falls, NY 12839	518-747-8250	
Debt Counseling Corp.	3033 Expressway Drive North Islandia, NY 11749	(888)354-6332	
Alternatives FCU	125 South Fulton Street Ithaca, NY 14850	(607)216-3445	
Chautauqua Opportunities, Inc.	402 Chandler Street Jamestown, NY 14701	(716)661-9430	
Friends of the North Country	1 Mill Street Keeseville, NY 12944	518-834-9606	http://www.homeownershipstandards.org /
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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

800-306-6062

720-241-7218

ROSA E PALAGUACHI
8767 129TH ST
RICHMOND HILL, NY 11418

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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March 22, 2017

ROSA E PALAGUACHI
8767 129TH ST
RICHMOND HILL, NY 11418

CMR/R/R 71901110766107495838

RE: Loan No. [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear ROSA E PALAGUACHI:

LOAN NUMBER [REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.



Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 1-800-306-6059 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Service's toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

SPECIALIZED LOAN SERVICING LLC IS REQUIRED BY FEDERAL LAW TO ADVISE YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, IF ALLOWED BY LAW AND/OR CONTRACT, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.

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Agency	Address	Phone	Additional Information
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Cortland Housing Assistance Council, Inc.	36 Taylor Street Cortland, NY 13045	(607)753-8271	
American Debt Resources, Inc.	248 Larkfield Road East Northport, NY 11731	(800)498-0766	
Housing Assistance Program of Essex County (HAPEC)	103 Hand Avenue Elizabethtown, NY 12932	518-873-6888	http://www.homeownershipstandards.org /
Catholic Charities of Chemung	215 East Church Street Elmira, NY 14901	(607)734-9784	
Community Development Corporation of Long Island	333 North Main Street Freeport, NY 11520	(631)471-1215	http://www.homeownershipstandards.org /
Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	(315)593-7166	
Greenpath Debt Solutions	30C Garden City Plaza Garden City, NY 11530	(866)776-6738	
La Fuerza Unida, Inc.	1 School Street Glen Cove, NY 11542	516-759-0788	Serving Nassau and western Suffolk and Queens, Spa http://www.homeownershipstandards.org/h speaking staff available.
Housing Help, Inc.	101 Broadway Greenlawn, NY 11740	631-754-0373	
North Fork Housing Alliance	130 South Street Greenport, NY 11944	(631)477-1070	
Delaware Opportunities, Inc.	35430 New York 10 Hamden, NY 13782	(607)746-1650	
Long Island Housing Partnership, Inc.	180 Oser Avenue Hauppauge, NY 11788	631-435-4710	http://www.homeownershipstandards.org /
Housing Resources of Columbia County, Inc.	252 Columbia Street Hudson, NY 12534	(518)822-0707	
Homefront Development Corp.	568 Lower Allen Street Hudson Falls, NY 12839	518-747-8250	
Debt Counseling Corp.	3033 Expressway Drive North Islandia, NY 11749	(888)354-6332	
Alternatives FCU	125 South Fulton Street Ithaca, NY 14850	(607)216-3445	
Chautauqua Opportunities, Inc.	402 Chandler Street Jamestown, NY 14701	(716)661-9430	
Friends of the North Country	1 Mill Street Keeseville, NY 12944	518-834-9606	http://www.homeownershipstandards.org /
RUPCO	301 Fair Street Kingston, NY 12401	(845)331-9860	Part of the Hudson Valley Foreclosure Prevention Services. http://www.homeownershipstandards.org /
Community Action in Self Help	48 Water Street Lyons, NY 14489	(315)946-6992	
Franklin County Community Housing Council Inc.	337 West Main Street Malone, NY 12953	(518)483-5934	

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Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy Street Mayville, NY 14757	716-753-4650	http://www.homeownershipstandards.org /
Rural Sullivan Housing Corp.	6 Pelton Street Monticello, NY 12701	845-794-0348	Also serving surrounding areas
Community Action Program for Madison County	3 West Main Street Morrisville, NY 13408	(315)684-3144	
Rockland Housing Action Coalition	120-126 N Main St Annex 1st Flr New City, NY 10956	(845)708-5799	www.rhachomes.org
Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	(646)442-6545	
West Harlem Group Assistance, Inc.	1652 Amsterdam Avenue New York, NY 10031	(212)862-1399	
Harlem Congregations for Community Development	2854 Frederick Douglass Boulevard New York, NY 10039	(212)281-4887	
Neighborhood Housing Services of NYC	307 West 36th Street New York, NY 10018	(212)519-2500	http://www.homeownershipstandards.org /
AAFE Community Development Fund, Inc.	111 Division Street New York, NY 10002	212-964-2288	
Greenpath Debt Solutions	250 West 34th Street New York, NY 10119	(866)285-4059	
Parodneck Foundation	121 6th Avenue New York, NY 10013	212-431-9700 ext: 391	
Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport, NY 11768	(800)673-6933	
Oswego Housing Development Council, Inc.	2971 County Route 26 Parish, NY 13131	315-625-4520	
Keuka Housing Council	160 Main Street Penn Yan, NY 14527	315-536-8707	In Ontario county Clients can be met at the library or in their homes.
Orange County Rural Development Advisory Corp.	59 Boniface Drive Pine Bush, NY 12566	(845)713-4568	
Human Development Services of Westchester, Inc.	28 Adeo Street Port Chester, NY 10573	914-939-2005	Also serves surrounding areas. English/ Spanish http://www.homeownershipstandards.org/h speaking counselors available.
Hudson River Housing	291 Mill Street Poughkeepsie, NY 12601	845-454-9288	Part of the Hudson Valley Foreclosure Prevention Services
Greenpath	8002 Kew Gardens Road Queens, NY 11415	(888)776-6738	
Rockaway Development and Revitalization Corp	1920 Mott Avenue Queens, NY 11691	(718)327-5300	Serves Queens and western Nassau
Margert Community Corporation	325 Beach 37th Street Queens, NY 11691	(718)471-3724	
Neighborhood Housing Services-Jamaica	89-70 162nd Street Queens, NY 11432	(718)291-7400	Make appointment, http://www.homeownershipstandards.org /
Neighborhood Housing Services of Northern Queens	6020 Woodside Avenue Queens, NY 11377	(718)457-1017	http://www.homeownershipstandards.org /
CHHAYA	37-43 77th Street Queens, NY 11372	718-478-3848	Southeast Asian speaking counselors on staff
NY Commission of Human Rights-Queens	153-01 Jamaica Avenue Queens, NY 11432	(718)657-2465	
Greenpath Debt Solutions	8002 Kew Gardens Road	(866)285-4036	

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Queens Community House	Queens, NY 11415 108-25 62nd Drive Queens, NY 11375	718-592-5757	
Marketview Heights Association	308 North Street Rochester, NY 14605	(585)423-1540	http://www.homeownershipstandards.org /
Urban League of Rochester	265 North Clinton Avenue Rochester, NY 14605	585-325-6530	http://www.homeownershipstandards.org /
The Housing Council	75 College Avenue Rochester, NY 14607	(585)546-3700	http://www.homeownershipstandards.org /
Consumer Credit Counseling Services of Rochester, Inc.	50 Chestnut Street Rochester, NY 14604	(888)724-2227	
Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Avenue Rockville Centre, NY 11570	(516)766-6610	
Schenectady Community Action Program (SCAP)	913 Albany Street Schenectady, NY 12307	518-374-9181	
Better Neighborhoods, Inc.	986 Albany Street Schenectady, NY 12307	518-372-6469	
Western Catskills Community Revitalization Council	125 Main Street Stamford, NY 12167	(607)652-2823	
Neighborhood Housing Services, Staten Island	770 Castleton Avenue Staten Island, NY 10310	(718)442-8080	http://www.homeownershipstandards.org /
NYC Commission on Human Rights- Staten Island	60 Bay Street Staten Island, NY 10301	(718)390-8506	
Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Avenue Staten Island, NY 10302	(718)442-7351	
Northeast Hawley Development Corp.	101 Gertrude Street Syracuse, NY 13203	(315)425-1032	
Home Headquarters, Inc.	990 James Street Syracuse, NY 13203	315-474-1939	http://www.homeownershipstandards.org /
Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)412-2227	
Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)750-2227	
Cooperative Federal Credit Union	800 North Salina Street Syracuse, NY 13208	(315)476-5290	
Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	Make appointment
Troy rehabilitation and Improvement Program (TRIP)	415 River Street Troy, NY 12180	(518)690-0020	Also serving surrounding areas. http://www.homeownershipstandards.org /
Clearpoint Credit Counseling Solutions	289 Genesee Street Utica, NY 13502	(800)750-2227	
UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	
Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	(518)765-2425	
Clearpoint Credit Counseling Solutions	215 Washington Street Watertown, NY 13601	(800)750-2227	
Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway West Suite 300 WEST SENECA, NY 14224	1-800-926-9685 OR 716-712-2060	

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Community Housing Innovations, Inc.	75 South Broadway White Plains, NY 10601	(914)683-1010	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
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Wyandanch Community Development	59 Cumberbach Street Wyandanch, NY 11798	631-253-0139	Only serves part of western Suffolk

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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☎ 800-306-6062

☎ 720-241-7218

LUIS E PALAGUACHI
90 -34 205TH ST
HOLLIS, NY 11423

PLEASE SEE ENCLOSED IMPORTANT INFORMATION

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March 22, 2017

LUIS E PALAGUACHI
90 -34 205TH ST
HOLLIS, NY 11423

CMR/R/R 71901110766107495777

RE: Loan No. [REDACTED]
Property: 90 -34 205TH ST, HOLLIS, NY 11423

Dear LUIS E PALAGUACHI:

LOAN NUMBER [REDACTED]
DESCRIPTION OF PROPERTY:
90 -34 205TH ST HOLLIS, NY 11423

**YOU MAY BE AT RISK OF FORECLOSURE
PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of March 22, 2017, your home loan is 2059 days and \$344727.12 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

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American Debt Resources, Inc.	248 Larkfield Road East Northport, NY 11731	(800)498-0766	
Housing Assistance Program of Essex County (HAPEC)	103 Hand Avenue Elizabethtown, NY 12932	518-873-6888	http://www.homeownershipstandards.org /
Catholic Charities of Chemung	215 East Church Street Elmira, NY 14901	(607)734-9784	
Community Development Corporation of Long Island	333 North Main Street Freeport, NY 11520	(631)471-1215	http://www.homeownershipstandards.org /
Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	(315)593-7166	
Greenpath Debt Solutions	300 Garden City Plaza Garden City, NY 11530	(866)776-6738	
La Fuerza Unida, Inc.	1 School Street Glen Cove, NY 11542	516-759-0788	Serving Nassau and western Suffolk and Queens, Spa http://www.homeownershipstandards.org/h-speaking-staff-available .
Housing Help, Inc.	101 Broadway Greenlawn, NY 11740	631-754-0373	
North Fork Housing Alliance	110 South Street Greenport, NY 11944	(631)477-1070	
De'aware Opportunities, Inc.	35430 New York 10 Hamden, NY 13782	(607)746-1650	
Long Island Housing Partnership, Inc.	180 Oser Avenue Hauppauge, NY 11788	631-435-4710	http://www.homeownershipstandards.org /
Housing Resources of Columbia County, Inc.	252 Columbia Street Hudson, NY 12534	(518)822-0707	
Homefront Development Corp.	568 Lower Allen Street Hudson Falls, NY 12839	518-747-8250	
Debt Counseling Corp.	3033 Expressway Drive North Islandia, NY 11749	(888)354-6332	
Alternatives FCU	125 South Fulton Street Ithaca, NY 14850	(607)216-3445	
Chautauqua Opportunities, Inc.	402 Chandler Street Jamestown, NY 14701	(716)661-9430	
Friends of the North Country	1 Mill Street Keeseville, NY 12944	518-834-9606	http://www.homeownershipstandards.org /
RUPCO	301 Fair Street Kingston, NY 12401	(845)331-9860	Part of the Hudson Valley Foreclosure Prevention Services. http://www.homeownershipstandards.org /
Community Action in Self Help	48 Water Street Lyons, NY 14489	(315)946-6992	
Franklin County Community Housing Council Inc.	337 West Main Street Malone, NY 12953	(518)483-5934	

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Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy Street Mayville, NY 14757	716-753-4650	http://www.homeownershipstandards.org /
Rural Sullivan Housing Corp.	6 Pelton Street Monticello, NY 12701	845-794-0348	Also serving surrounding areas
Community Action Program for Madison County	3 West Main Street Morrisville, NY 13408	(315)684-3144	
Rockland Housing Action Coalition	120-126 N Main St Annex 1st Flr New City, NY 10956	(845)708-5799	www.rhachomes.org
Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	(646)442-6545	
West Harlem Group Assistance, Inc.	1652 Amsterdam Avenue New York, NY 10031	(212)862-1399	
Harlem Congregations for Community Development	2854 Frederick Douglass Boulevard New York, NY 10039	(212)281-4887	
Neighborhood Housing Services of NYC	307 West 36th Street New York, NY 10018	(212)519-2500	http://www.homeownershipstandards.org /
AAFE Community Development Fund, Inc.	111 Division Street New York, NY 10002	212-964-2288	
Greenpath Debt Solutions	250 West 34th Street New York, NY 10119	(866)285-4059	
Parodneck Foundation	121 6th Avenue New York, NY 10013	212-431-9700 ext: 391	
Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport, NY 11768	(800)673-6933	
Oswego Housing Development Council, Inc.	2971 County Route 26 Parish, NY 13131	315-625-4520	
Keuka Housing Council	160 Main Street Penn Yan, NY 14527	315-536-8707	In Ontario county Clients can be met at the library or in their homes.
Orange County Rural Development Advisory Corp.	59 Boniface Drive Pine Bush, NY 12566	(845)713-4568	
Human Development Services of Westchester, Inc.	28 Adea Street Port Chester, NY 10573	914-939-2005	Also serves surrounding areas. English/ Spa http://www.homeownershipstandards.org/h speaking counselors available.
Hudson River Housing	291 Mill Street Poughkeepsie, NY 12601	845-454-9288	Part of the Hudson Valley Foreclosure Prevention Services
Greenpath	8002 Kew Gardens Road Queens, NY 11415	(888)776-6738	
Rockaway Development and Revitalization Corp	1920 Mott Avenue Queens, NY 11691	(718)327-5300	Serves Queens and western Nassau
Margert Community Corporation	325 Beach 37th Street Queens, NY 11691	(718)471-3724	
Neighborhood Housing Services- Jamaica	89-70 162nd Street Queens, NY 11432	(718)291-7400	Make appointment, http://www.homeownershipstandards.org /
Neighborhood Housing Services of Northern Queens	6020 Woodside Avenue Queens, NY 11377	(718)457-1017	http://www.homeownershipstandards.org /
CHHAYA	37-43 77th Street Queens, NY 11372	718-478-3848	Southeast Asian speaking counselors on staff
NY Commission of Human Rights- Queens	153-01 Jamaica Avenue Queens, NY 11432	(718)657-2465	
Greenpath Debt Solutions	8002 Kew Gardens Road	(866)285-4036	

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	Queens, NY 11415		
Queens Community House	108-25 62nd Drive Queens, NY 11375	718-592-5757	
Marketview Heights Association	308 North Street Rochester, NY 14605	(585)423-1540	http://www.homeownershipstandards.org /
Urban League of Rochester	265 North Clinton Avenue Rochester, NY 14605	585-325-6530	http://www.homeownershipstandards.org /
The Housing Council	75 College Avenue Rochester, NY 14607	(585)546-3700	http://www.homeownershipstandards.org /
Consumer Credit Counseling Services of Rochester, Inc.	50 Chestnut Street Rochester, NY 14604	(888)724-2227	
Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Avenue Rockville Centre, NY 11570	(516)766-6610	
Schenectady Community Action Program (SCAP)	913 Albany Street Schenectady, NY 12307	518-374-9181	
Better Neighborhoods, Inc.	985 Albany Street Schenectady, NY 12307	518-372-6469	
Western Catskills Community Revitalization Council	125 Main Street Stamford, NY 12167	(607)652-2823	
Neighborhood Housing Services, Staten Island	770 Castleton Avenue Staten Island, NY 10310	(718)442-8080	http://www.homeownershipstandards.org /
NYC Commission on Human Rights- Staten Island	60 Bay Street Staten Island, NY 10301	(718)390-8506	
Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Avenue Staten Island, NY 10302	(718)442-7351	
Northeast Hawley Development Corp.	101 Gertrude Street Syracuse, NY 13203	(315)425-1032	
Home Headquarters, Inc.	990 James Street Syracuse, NY 13203	315-474-1939	http://www.homeownershipstandards.org /
Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)412-2227	
Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	(800)750-2227	
Cooperative Federal Credit Union	800 North Salina Street Syracuse, NY 13208	(315)476-5290	
Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	Make appointment
Troy rehabilitation and improvement Program (TRIP)	415 River Street Troy, NY 12180	(518)690-0020	Also serving surrounding areas. http://www.homeownershipstandards.org /
Clearpoint Credit Counseling Solutions	289 Genesee Street Utica, NY 13502	(800)750-2227	
UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	
Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	(518)765-2425	
Clearpoint Credit Counseling Solutions	215 Washington Street Watertown, NY 13601	(800)750-2227	
Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway West Suite 300 WEST SENECA, NY 14224	1-800-926-9685 OR 716-712-2060	

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Community Housing Innovations, Inc.	75 South Broadway White Plains, NY 10601	(914)683-1010	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
Westchester Residential Opportunities	470 Mamaroneck Avenue White Plains, NY 10605	(914)428-4507	
Wyandanch Community Development	59 Cumberbach Street Wyandanch, NY 11798	631-253-0139	Only serves part of western Suffolk

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Title No: 2024-WTA-16-024855

COUNTY CLERK SEARCH(09/07/2016)

Block: (10485)
Lot: (00088)
COUNTY: (QUEENS)

Run Date: To: 09/07/2016

JUDGMENTS -

Queens County from (01/90 to 09/06/16)

Search Parameters- Block:10485 Lot:00088

All Types Of Liens

Block: 10485 Lot: 00088 Control No: 001507946-01
Book Type: - Lis Pendens - Docket No: Index #: 28894/10
Judgment Type: LIS PENDENS Effective Date: 11/17/2010
Court: Supreme Court Expiration Date: 11/17/2013
Disposition: Yes-07/06/2012Docket Date: 11/17/2010
Date Received: 07/09/2012Debtor Info:
PALAGUACHI, LUIS ECreditor Info:
JP MORGAN MORTGAGE ACQUISITION CORP.

Amount: \$0.00

COM: 11/17/2010-MORTGAGE FORECLOSURE (SCANNED)
DEFENDANTS ET AL
COM: 07/06/2012-AFFIRMATION OF CANCELLATION OF
NOTICE OF PENDENCY AFFIRMATION OF DISCONTINUANCE OF
ACTION

END RETURNS

UCC by Block and lot from (10/01/1988 - 09/06/16)

Queens County
Search Parameters- Block:10485 Lot:0088

END RETURNS

Federal Tax lien by Block and lot from (01/90 - 09/06/16)

Queens County
Search Parameters- Block:10485 Lot:0088

END RETURNS

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Title No: 2024-WTA-16-024855

COUNTY CLERK SEARCH(09/07/2016)

Last Name: (Palaguachi)

First Name: (Lui)

COUNTY: (QUEENS)

Run Date: 09/07/2006 To: 09/07/2016

JUDGMENTS -

Queens County from (01/90 to 09/06/16)

Search Parameters- Last:Palaguachi First:Lui

All Types Of Liens

Block: Lot:

Book Type: Judgments Docket

Judgment Type: TRANSCRIPT OF JUDGMENT

Court: Criminal Court

Control No: 001099532-01

Index #: 2006QN002696 01

Effective Date: 02/21/2006

Expiration Date: 02/23/2026

Docket Date: 02/22/2007

Date Received: 02/22/2007

Debtor Info:

PALAGUACHI, LUIS E

42-30 77TH ST

ELMHURST 11373-0000

Creditor Info:

CRIMINAL COURT OF THE CITY OF NEW YORK

125-01 QUEENS BLVD

QUEENS 11415-

Attorney:

DISTRICT ATTORNEY OF QUEENS COUNTY

125-01 QUEENS BLVD

QUEENS 11415-

Amount: \$95.00

Block: Lot:

Book Type: Judgments Docket

Judgment Type: CHILD SUPPORT TAX

Court:

Control No: 001075212-01

Index #: C0600163880001

Effective Date: 11/27/2006

Expiration Date: 11/27/2026

Docket Date: 11/28/2006

Date Received: 11/28/2006

Debtor Info:

PALAGUACHI, LUIS A

9308 CORONA AVE #3

ELMHURST NY 11373-4040

Creditor Info:

NY STATE DEPT OF TAXATION AND FINANCE

W A HARRIMAN STATE CAMPUS

ALBANY NY 12227-

Amount: \$14,602.73

COM: 11/28/2006-PALAGUACHI, LUIS A

9308 CORONA AVE #3

ELMHURST NY 11373-4040

Block: Lot:

Book Type: Judgments Docket

Judgment Type: TRANSCRIPT OF JUDGMENT

Court: Criminal Court

Control No: 001075245-01

Index #: 2006QN008812 01

Effective Date: 11/24/2006

Expiration Date: 11/29/2026

Docket Date: 11/29/2006

Date Received: 11/29/2006

Debtor Info:

PALAGUACHI, LUIS

91-16 34TH AVE

JACKSON HGHTS 11372-0000

Creditor Info:

CRIMINAL COURT OF THE CITY OF NEW YORK

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125- 01 QUEENS BLVD
QUEENS 11415-

Attorney:
DISTRICT ATTORNEY OF QUEENS COUNTY
125-01 QUEENS BLVD
QUEENS 11415-

Amount: \$125.00

Block: Lot:
Book Type: Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Criminal Court

Control No: 001164738-01
Index #: 2007QN035642-01
Effective Date: 10/09/2007
Expiration Date: 10/11/2027
Docket Date: 10/18/2007
Date Received: 10/18/2007

Debtor Info:
PALAGUACHI, LUIS
4047 95TH STREET
ELMHURST 11373-0000

Creditor Info:
CRIMINAL COURT OF THE CITY OF NEW YORK
125- 01 QUEENS BLVD
QUEENS 11415-

Attorney:
DISTRICT ATTORNEY OF QUEENS COUNTY
125-01 QUEENS BLVD
QUEENS 11415-

Amount: \$50.00

Block: Lot:
Book Type: Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Criminal Court

Control No: 001164740-01
Index #: 2007QN036241-01
Effective Date: 10/09/2007
Expiration Date: 10/11/2027
Docket Date: 10/11/2007
Date Received: 10/11/2007

Debtor Info:
PALAGUACHI, LUIS R
7001 POOLE ROAD L
RELEIGH

Creditor Info:
CRIMINAL COURT OF THE CITY OF NEW YORK
125- 01 QUEENS BLVD
QUEENS 11415-

Attorney:
DISTRICT ATTORNEY OF QUEENS COUNTY
125-01 QUEENS BLVD
QUEENS 11415-

Amount: \$75.00

Block: Lot:
Book Type: Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Criminal Court

Control No: 001172149-01
Index #: 2007QN004812-01
Effective Date: 10/09/2007
Expiration Date: 10/31/2027
Docket Date: 11/01/2007
Date Received: 11/01/2007

Debtor Info:
PALAGUACHI, LUIS R
4047 95TH AVENUE
JACKSON HIGTS 11373-0000

Creditor Info:
CRIMINAL COURT OF THE CITY OF NEW YORK
125- 01 QUEENS BLVD
QUEENS 11415-

Attorney:
DISTRICT ATTORNEY OF QUEENS COUNTY
125-01 QUEENS BLVD
QUEENS 11415-

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Amount: \$600.00

Block: Lot:
 Book Type: Judgments Docket
 Judgment Type: CHILD SUPPORT TAX
 Court:

Control No: 001221852-01
 Index #: C0600163880002
 Effective Date: 03/17/2008
 Expiration Date: 03/17/2028
 Docket Date: 03/18/2008
 Date Received: 03/18/2008

Debtor Info:
 PALAGUACHI, LUIS A
 9308 CORONA AVE #3
 ELMHURST NY 11373-4040

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE
 W A HARRIMAN STATE CAMPUS
 ALBANY NY 12227-

Amount: \$564.88

COM: 03/18/2008-PALAGUACHI, LUIS A
 ELMHURST NY 11373-4040

9308 CORONA AVE #3

Block: Lot:
 Book Type: Judgments Docket
 Judgment Type: TRANSCRIPT OF JUDGMENT
 Court: Civil Court

Control No: 001259062-01
 Index #: 129901-07
 Effective Date: 04/22/2008
 Expiration Date: 07/30/2028
 Docket Date: 07/30/2008
 Date Received: 07/30/2008

Debtor Info:
 PALAGUACHI, LUIS
 5506 97th ST APT 3F
 FLUSHING NY 11368-

Creditor Info:
 CAPITAL ONE BANK
 4851 COX ROAD
 GLEN ALLEN VA 23060-

Attorney:
 COHEN & SLAMOWITZ
 199 CROSSWAYS PK DR POB 9004
 WOODBURY NY 11797-9004

Amount: \$1,777.14

COM: 07/30/2008-INDEX NUMBER: CV-129901-07/QU

Block: Lot:
 Book Type: Judgments Docket
 Judgment Type: CHILD SUPPORT TAX
 Court:

Control No: 001376178-01
 Index #: C0900073930001
 Effective Date: 08/10/2009
 Expiration Date: 08/10/2029
 Docket Date: 08/11/2009
 Date Received: 08/12/2009

Debtor Info:
 PALAGUACHI, LUIS A
 32-24 86TH ST BSMT
 EAST ELMHURST NY 11369-2145

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE
 W A HARRIMAN STATE CAMPUS
 ALBANY NY 12227-

Amount: \$9,711.63

COM: 08/11/2009-LUIS A PALAGUACHI
 EAST ELMHURST NY 11369-2145

32-24 86TH ST BSMT

Block: Lot:
 Book Type: Judgments Docket
 Judgment Type: CHILD SUPPORT TAX
 Court:

Control No: 001480910-01
 Index #: C0900073930002
 Effective Date: 08/16/2010
 Expiration Date: 08/16/2030
 Docket Date: 08/17/2010
 Date Received: 08/18/2010

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Debtor Info:
 PALAGUACHI, LUIS A
 32-24 86TH ST BSMT
 EAST ELMHURST NY 11369-2145

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE
 W A HARRIMAN STATE CAMPUS
 ALBANY NY 12227-

Amount: \$2,073.44

COM:08/17/2010-LUIS A PALAGUACHI
 EAST ELMHURST NY113692145

32-24 86TH ST BSMT

Block: Lot:
 Book Type -- Judgments Docket
 Judgment Type: CHILD SUPPORT TAX
 Court:

Control No. 001598579-01
 Index # C0903073930003
 Effective Date: 08/22/2011
 Expiration Date: 08/22/2031
 Docket Date: 08/23/2011
 Date Received: 08/24/2011

Debtor Info:
 PALAGUACHI, LUIS A
 32-24 86TH ST BSMT
 EAST ELMHURST NY 11369-2145

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE
 W A HARRIMAN STATE CAMPUS
 ALBANY NY 12227-

Amount: \$2,201.44

COM:08/23/2011-LUIS A PALAGUACHI
 EAST ELMHURST NY113692145

32-24 86TH ST BSMT

Block: Lot:
 Book Type -- Judgments Docket
 Judgment Type: NY STATE TAX WARRANT
 Court:
 Satisfaction: Full-09/10/2014

Control No. 001729902-01
 Index # E0320687860001
 Effective Date: 09/22/2012
 Expiration Date: 09/24/2032
 Docket Date: 09/25/2012
 Date Received: 09/11/2014

Debtor Info:
 PALAGUACHI, LUIS A
 4124 52ND ST APT 2R
 WOODSIDE NY 11377-4524

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE

Amount: \$1,185.65

Block: Lot:
 Book Type -- Judgments Docket
 Judgment Type: NY STATE TAX WARRANT
 Court:

Control No. 002021414-01
 Index # E0428461090001
 Effective Date: 10/24/2015
 Expiration Date: 10/27/2035
 Docket Date: 10/28/2015
 Date Received: 10/28/2015

Debtor Info:
 PALAGUACHI, LUIS A
 3215 83RD ST APT 1F
 EAST ELMHURST NY 11370-2007

Creditor Info:
 NY STATE DEPT OF TAXATION AND FINANCE

Amount: \$2,123.48

Block: Lot:
 Book Type -- Judgments Docket
 Judgment Type: NY STATE TAX WARRANT
 Court:
 Satisfaction: Full-12/17/2008

Control No. 001249716-01
 Index # E0290696840001
 Effective Date: 06/28/2008
 Expiration Date: 06/30/2028

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Docket Date: 07/01/2008
Date Received: 07/01/2008Debtor Info:
PALAGUACHI, LUIS E
8767 129TH ST
RICHMOND HILL NY 11418-2728Creditor Info:
NY STATE DEPT OF TAXATION AND FINANCE

Amount: \$8,185.46

COM:07/01/2008-LUIS E PALAGUACHI AND/OR ROSA E PALAGUACHI
8767 129TH ST RICHMOND HILL, NY
11418-2728
COM:12/17/2008-WARRANT RETURNED SATISFIED AS TO CTRL #
1249716-01Block: 09337 Lot: 00048 Control No. 301352765-01
Book Type -- Lis Pendens - Docket No: Index # 13361/09
Judgment Type: LIS PENDENS Effective Date: 05/21/2009
Court: Supreme Court Expiration Date: 05/21/2012
Disposition: Yes-03/14/2014Docket Date: 05/21/2009
Date Received: 03/17/2014Debtor Info:
PALAGUACHI, LUIS ECreditor Info:
US BANK NATIONAL ASSOCIATION

Amount: \$0.00

COM:05/21/2009-MORTGAGE FORECLOSURE
DEFENDANTS ET AL
COM:03/14/2014-NOTICE TO DISCONTINUE ACTION AND
CANCEL LIS PENDENS

SCANNED

Block: 10485 Lot: 00088 Control No. 001507946-01
Book Type -- Lis Pendens - Docket No: Index # 28894/10
Judgment Type: LIS PENDENS Effective Date: 11/17/2010
Court: Supreme Court Expiration Date: 11/17/2013
Disposition: Yes-07/06/2012Docket Date: 11/17/2010
Date Received: 07/09/2012Debtor Info:
PALAGUACHI, LUIS ECreditor Info:
JP MORGAN MORTGAGE ACQUISITION CORP

Amount: \$0.00

COM:11/17/2010-MORTGAGE FORECLOSURE
DEFENDANTS ET AL
COM:07/06/2012-AFFIRMATION OF CANCELLATION OF
NOTICE OF PENDENCY AFFIRMATION OF DISCONTINUANCE OF
ACTION

SCANNED

Block: Lot: Control No. 001625933-02
Book Type -- Judgments Docket Index # E1290696840001
Judgment Type: NY STATE TAX WARRANT Effective Date: 11/05/2011
Court: Expiration Date: 11/07/2031
Satisfaction: Full-06/24/2015Docket Date: 11/09/2011
Date Received: 06/25/2015Debtor Info:
PALAGUACHI, LUIS E
8767 129TH ST
RICHMOND HILL NY 11418-2728

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RECEIVED NYSCEF 07/28/2017Creditor Info:
NY STATE DEP'T OF TAXATION AND FINANCE

Amount: \$33,749.02

COM:11/09/2011 ROSA E PALAGUACHI AND/OR LUIS E PALAGUACHI
8767 129TH ST RICHMOND HILL , NY US 11418-2728Book Type: Judgments Docket
Judgment Type: TRANSCRIPT OF JUDGMENT
Court: Civil CourtControl No: 001634638-01
Index #: 043992/11
Effective Date: 09/30/2011
Expiration Date: 12/02/2031
Docket Date: 12/02/2011
Date Received: 12/05/2011Debtor Info:
PALAGUACHI, LUIS E
8767 129TH ST FL 1
RICHMOND HILL NY 11418Creditor Info:
FIA CARD SERVICES, N.A.
655 PAPERMILL ROAD
NEWARK DE 19711Attorney:
MULLOOLY, JEFFREY, ROONEY & FLYNN, LLP
6851 JERICHO TURNPIKE STE 220
SYOSSET NY 11791-9036

Amount: \$11,571.20

COM:12/02/2011-INDEX #CV-043992-11/QU
9036

ATTORNEY: PO BOX

Block: 09337 Lot: 00048
Book Type -- Lis Pendens - Docket No:
Judgment Type: LIS PENDENS
Court: Supreme Court
Disposition: Yes-03/14/2014Control No. 001672891-01
Index # 13361/09
Effective Date: 03/26/2012
Expiration Date: 03/26/2015Docket Date: 03/26/2012
Date Received: 03/17/2014Debtor Info:
PALAGUACHI, LUIS ECreditor Info:
US BANK NATIONAL ASSOCIATION

Amount: \$0.00

COM:03/26/2012-MORTGAGE FORECLOSURE
DEFENDANTS ET AL
COM:03/14/2014-NOTICE TO DISCONTINUE ACTION AND
CANCEL LIS PENDENS

SCANNED

FND RETURNS

PVB - (Parking Violations Bureau - Ending Date 08/26/16)

Search Parameters- Last:Palaguachi First:Lui

PALAGUACHI LUIS
3754 94TH ST FL 2
JACKSON HEIGHTS NY 11372
No. of Judgments: 1 Plate No.: GFH7506

Amt: \$105.00 Interest: \$.05

PALAGUACHI LUIS
4145 48TH ST # 1R
SUNNYSIDE NY 11104
No. of Judgments: 1 Plate No.: T5C9885C

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Amt: \$100.00 Interest: \$37.02

PALAGUACHI LUIS A

4124 52ND ST #2R

WOODSIDE NY 11377

No. of Judgments: 1 Plate No: ELM2022

Amt: \$120.00 Interest: \$56.12

PALAGUACHI LUIS A

560 AUDUBON AVE #3C

NEW YORK NY 10040

No. of Judgments: 2 Plate No: GYU2240

Amt: \$280.00 Interest: \$15.25

END RETURNS

(Environmental Control Board (Fire and Building) - Ending Date 08/31/16)

Search Parameters- Last: Palaguachi First: Lui

PALAGUACHI LUIS E

90-34 205 STREET

HOLLIS NY 11423

ECB Violation No: 40743514N Date: 07/11

Amt: \$250.00

END RETURNS

Uniform Commercial Code from (10/01/1988 - 09/06/16)

Queens County

Search Parameters- Last: Palaguachi First: Lui

END RETURNS

Federal Tax Liens from (01/94 - 09/06/16)

Manhattan, Bronx, Queens, Kings County

Search Parameters- Last: Palaguachi First: Lui

END RETURNS

TAB - (Transit Adjudication Bureau - from 06/04/1986 to 04/15/16)

Search Parameters- Last: Palaguachi First: Lui

PALAGUACHI LUIS

108-36 86 ST

ELMHURST NY 11372-0000

TAB Violation No: 098-084-077 Dated: 01/25/2007

Amount: \$110.00 Total with Interest: \$110.00

PALAGUACHI LUIS

5812 BROADWAY AVE

NEW YORK NY

TAB Violation No: 107-109-430 Dated: 12/14/2015

Amount: \$100.00 Total with Interest: \$100.00

END RETURNS

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WTA-16-024855AB

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Last Name: (Palaguachi)
 First Name: (Ros)
 COUNTY: (QUEENS)

Run Date: 09/07/2006 To: 09/07/2016

JUDGMENTS -

Queens County from (01/90 to 09/06/16)

Search Parameters- Last:Palaguachi First:Ros

All Types Of Liens

Block:	Lot:	Control No. 001249716-02
Book Type --	Judgments Docket	Index # R0290696840001
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 06/28/2008
Court:		Expiration Date: 06/30/2028
Satisfaction:	Full-12/17/2008	

Docket Date:07/01/2008
 Date Received:07/01/2008

Debtor Info:
 PALAGUACHI, ROSA E
 8767 129TH ST
 RICHMOND HILL NY 11418-2728

Creditor Info:
 NY STATE DEP'T OF TAXATION AND FINANCE

Amount: \$8,185.46

COM:07/01/2008-LUIS E PALAGUACHI AND/OR ROSA E PALAGUACHI
 8767 129TH ST RICHMOND HILL , NY
 11418-2728

COM:12/17/2008-WARRANT RETURNED SATISFIED AS TO CTRL #
 1249716-02

Block:	Lot:	Control No. 001625933-01
Book Type --	Judgments Docket	Index # E1290596840001
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 11/05/2011
Court:		Expiration Date: 11/07/2031
Satisfaction:	Full-06/24/2015	

Docket Date:11/09/2011
 Date Received:06/25/2015

Debtor Info:
 PALAGUACHI, ROSA E
 8767 129TH ST
 RICHMOND HILL NY 11418-2728

Creditor Info:
 NY STATE DEP'T OF TAXATION AND FINANCE

Amount: \$33,749.02

COM:11/09/2011-ROSA E PALAGUACHI AND/OR LUIS E PALAGUACHI
 8767 129TH ST RICHMOND HILL , NY US 11418-2728

Block:	Lot:	Control No. 001614415-01
Book Type --	Judgments Docket	Index # E0354629750001
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 10/01/2011
Court:		Expiration Date: 10/03/2031
Satisfaction:	Full-07/30/2012	

Docket Date:10/04/2011
 Date Received:07/31/2012

Debtor Info:
 PALAGUACHI, ROSA G
 9428 40TH RD FL 1
 ELMHURST NY 11373-1742

Creditor Info:
 NY STATE DEP'T OF TAXATION AND FINANCE

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Amount: \$223.14

COM:07/30/2012-WARRANT RETURNED SATISFIED AS TO CTRL #1614415

Block:	Lot:	Control No. 001521391-01
Book Type --	Judgments Docket	Index # E0330706500001
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 01/01/2011
Court:		Expiration Date: 01/03/2031
Satisfaction:	Full-06/25/2013	

Docket Date:01/04/2011
Date Received:06/26/2013

Debtor Info:
PALAGUACHI, ROSA I
23-41 JUNCTION BLVD 1
JACKSON HTS NY 11372-

Creditor Info:
NY STATE DEP'T OF TAXATION AND FINANCE
80-02 KEW GARDENS ROAD
KEW GARDENS NY 11415-

Amount: \$1,275.49

COM:06/25/2013-WARRANT RETURNED SATISFIED AS TO CTRL #1521391

Block:	Lot:	Control No. 001105043-02
Book Type --	Judgments Docket	Index # E0278297280001
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 03/10/2007
Court:		Expiration Date: 03/12/2027
Satisfaction:	Full-06/18/2009	

Docket Date:03/13/2007
Date Received:06/19/2009

Debtor Info:
PALAGUACHI, ROSA M
4545 48TH STREET 4A
WOODSIDE NY 11377-5320

Creditor Info:
NY STATE DEP'T OF TAXATION AND FINANCE
55 HANSON PLACE
BROOKLYN NY 11217-1579

Amount: \$2,766.64

COM:03/13/2007-LUIS F AUCAPINA AND/OR ROSA M PALAGUACHI
4545 48TH STREET 4A WOODSIDE , NY US
11377-5320

COM:06/18/2009-WARRANT RETURNED SATISFIED AS TO CTRL #
1105043-02

Block:	Lot:	Control No. 001965266-02
Book Type --	Judgments Docket	Index # E0278297280003
Judgment Type:	NY STATE TAX WARRANT	Effective Date: 02/28/2015
Court:		Expiration Date: 03/02/2035
Satisfaction:	Full-10/07/2015	

Docket Date:03/03/2015
Date Received:10/08/2015

Debtor Info:
PALAGUACHI, ROSA M
4535 48TH ST APT 1H
WOODSIDE NY 11377-5349

Creditor Info:
NY STATE DEP'T OF TAXATION AND FINANCE

Amount: \$1,837.17

COM:03/03/2015-LUIS F AUCAPINA AND/OR ROSA M PALAGUACHI
4535 48TH ST APT 1H WOODSIDE , NY US 11377-5349

END RETURNS

PVB - (Parking Violations Bureau - Ending Date 08/26/16)

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Search Parameters- Last:Palaguachi First:Ros

END RETURNS

(Environmental Control Board (Fire and Building) - Ending Date 08/31/16)

Search Parameters- Last:Palaguachi First:Ros

PALAGUACHI, ROSA

75-03 87TH AVE

WOODHAVEN, NY 11421

ECE Violation No: 168487880 Date: 01/10

Amt: \$1,000.00

END RETURNS

Uniform Commercial Code from (10/01/1988 - 09/06/16)

Queens County

Search Parameters- Last:Palaguachi First:Ros

END RETURNS

Federal Tax Liens from (01/94 - 09/06/16)

Manhattan, Bronx, Queens, Kings County

Search Parameters- Last:Palaguachi First:Ros

END RETURNS

TAB - (Transit Adjudication Bureau - from 06/04/1986 to 04/15/16)

Search Parameters- Last:Palaguachi First:Ros

PALAGUACHI, ROSA

93-08 LAMONT ST

QUEENS, NY 11368-0000

TAB Violation No: 101-568-830 Dated: 05/13/2009

Amount: \$75.00 Total with Interest: \$75.00

END RETURNS

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NYSCEF DOC. NO. 2

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SERVICELINK
A BLACK KNIGHT COMPANY

1320 Greenway Drive - Suite 300, Irving, TX 75038

Client Reference No.: 150305669

Loan No.: [REDACTED]

SCHEDULE C NECESSARY PARTIES DEFENDANT

This list of necessary parties defendant is made on the assumption that all parties are to be personally served in the proposed action. If any of the persons hereinafter named are deceased, their legal representatives and successors in interest should be made parties defendant after whose rights are subordinate to the mortgage to be foreclosed, such persons should also be made parties defendant after search has been amended. If any leases, mortgages or other liens are recorded prior to the period covered by this search, but which, by reason of subordination clauses contained therein or otherwise, are in fact subordinate to the lien of the mortgage to be foreclosed, all persons interested in said leases, mortgages or other liens should also be made parties defendant after search has been amended.

If the United States of America, State of New York, City of New York or any of its agencies, are made parties, the complaint must set forth the reason therefore in detail.
(See R.P.A. and P.L. Sec 202 and 202A and 28 U.S.C.A. 2410.)

The addresses of parties herein given were obtained from the record and are not represented to be the present addresses of the parties.

Consideration should be given to the desirability of naming as defendants the obligor named in the bond or in any extension, assumption of guaranty agreement.

All occupants of the premises herein described should be made parties defendant.

The Company should be requested to continue searches to the date of filing Lis Pendens.

PARTIES DEFENDANT

INTEREST IN PREMISES

1. Luis E. Palaguachi a/k/a Luis Palaguachi Rosa E. Palaguachi a/k/a Rosa Palaguachi Nube E. Laporte 90-34 205 th Street Hollis, NY 11423 a/k/a Jamaica, NY 11423	Record Owner(s) and original obligor under the Bond secured by the Mortgage recorded on August 2, 2007 in CRFN: 2007000399278 and assignment(s) in CRFN: 2011000039691 and further assigned in CRFN: 2014000095400.
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SERVICELINK
 A BLACK KNIGHT COMPANY

1320 Greenway Drive - Suite 300, Irving, TX 75038

Client Reference No.: 150305669

Loan No.: [REDACTED]

SCHEDULE C - CONTINUED
NECESSARY PARTIES DEFENDANT

PARTIES DEFENDANTINTEREST IN PREMISES

2. Mortgage Electronic Registration Systems, Inc. P.O. Box 2026 Flint, MI 48501 Acting solely as a nominee for First National Bank of Arizona 8280 Willow Oaks Corporate Drive Fairfax, VA 22031	Subordinate Mortgagee by virtue of Mortgage recorded on August 2, 2007 in CRFN: 2007000399279.
3. New York State Department of Taxation and Finance	Possible Subordinate Lienor by virtue of New York State Tax Warrant in Queens County for \$2,123.48 against Luis A. Palaguachi, 3215 83 rd Street, Apt. 1F, East Elmhurst, NY 11370, dated October 24, 2015 and docketed October 28, 2015 in Warrant ID No. E0428461090001.
4. City of New York Environmental Control Board 144-06 94th Avenue Jamaica, New York 11435	Possible Subordinate Lienor by virtue of New York City Environmental Control Board Lien for \$25.00 against Luis E. Palaguachi, 90-34 205 Street, Hollis, NY 11423, docketed July, 2011 in Violation No. 040743514N. Possible Subordinate Lienor by virtue of New York City Environmental Control Board Lien for \$1,000.00 against Rosa Palaguachi, 75-03 87 th Avenue, Woodhaven, NY 11421, docketed January, 2010 in Violation No. 0168487880.

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SERVICELINK
 A BLACK KNIGHT COMPANY

1320 Greenway Drive - Suite 300, Irving, TX 75038

Client Reference No.: 150305669

Loan No.: [REDACTED]

SCHEDULE C - CONTINUED
NECESSARY PARTIES DEFENDANT

PARTIES DEFENDANTINTEREST IN PREMISES

5. City of New York Department of Finance Parking Violations Bureau Payment and Adjudication Center of Queens 144-06 94th Avenue, 2nd Floor Jamaica, New York 11435	Possible Subordinate Lienor by virtue of numerous New York City Parking Violations Bureau Liens against name(s) similar to Rosa Palaguachi a/k/a Rosa E. Palaguachi and Luis Palaguachi a/k/a Luis E. Palaguachi, as referenced on attached printouts.
6. John Doe and Mary Doe	Said names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein.

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007062901272002001EC42A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 11

Document ID: 2007062901272002

Document Date: 06-08-2007

Preparation Date: 06-29-2007

Document Type: MORTGAGE

Document Page Count: 9

PRESENTER:

ATLANTIS LAND SERVICES, INC. (ALS-2543Q)
AGENT FOR FIDELITY NATIONAL TITLE
3 GRACE AVENUE
GREAT NECK, NY 11021
516-829-7100
jeanniecedeno@atlantisorganization.com

RETURN TO:

FIRST NATIONAL BANK OF ARIZONA
P.O. BOX 66604
PHOENIX, AZ 85082

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	10485	88	Entire Lot	90-34 205TH STREET
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

MORTGAGOR/BORROWER:

LUIS F. PALAGUACHI
9034 205TH STREET
HOLLIS, NY 11423

MORTGAGEE/LENDER:

MERS
PO BOX 2026
FLINT, MI 48501-2026

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	114,000.00	\$ 0.00
Taxable Mortgage Amount:	\$	114,000.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	570.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	1,282.50	\$ 0.00
Spec (Additional):	\$	0.00	
TASF:	\$	285.00	
MTA:	\$	312.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	2,449.50	
Recording Fee:	\$	82.00	
Affidavit Fee:	\$	0.00	

RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed 08-02-2007 16:23
City Register File No. (CRFN):
2007000399279

City Register Official Signature

FILED: QUEENS COUNTY CLERK 07/28/2017 11:48 PM

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2007062901272002001CC6AA

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 11

Document ID: 2007062901272002

Document Date: 06-08-2007

Preparation Date: 06-29-2007

Document Type: MORTGAGE

PARTIES

MORTGAGOR/BORROWER:

ROSA E. PALAGUACHI

9034 205TH STREET

HOLLIS, NY 11423

MORTGAGOR/BORROWER:

NUBE E. LAPORTE

9034 205TH STREET

HOLLIS, NY 11423

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WHEN RECORDED, MAIL TO:
FIRST NATIONAL BANK OF ARIZONA
PO BOX 66604
PHOENIX, ARIZONA 85082

This Instrument was prepared by:
First National Bank of Arizona
8280 Willow Oaks Corporate Drive
Fairfax, VIRGINIA 22031

Parcel Identification Number:

Loan Number: (Space Above This Line For Recording Data)

CREDIT LINE MORTGAGE

MIN: [REDACTED]

DEFINITIONS

(A) "Security Instrument" means this document, which is dated June 8, 2007, together with all riders to this document.

Luis E. Palaguchi as to undivided 25% interest and Rosa E. Palaguchi as to undivided 25% interest
 And Nube E. Laporte as to undivided 50% interest as tenants in common

(B) "Borrower" is [REDACTED] whose address is 90-34 205th Street, Hollis, NEW YORK 11423. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MICHIGAN 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender" is First National Bank of Arizona, a corporation or association which exists under the laws of the State of The United States of America.
 Lender's address is 8280 Willow Oaks Corporate Drive, Fairfax, VIRGINIA 22031.

(E) "Secured Indebtedness" means:

- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated June 8, 2007; the HELOC matures on July 1, 2032.
- (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefiting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
- (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$114,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

NEW YORK HELOC Mortgage with MERS

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NYLOCBMS 1/04

Borrower(s) Initials

REP

[REDACTED]

LEP,

N.E.-L

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Section: _____ Block: _____

Lot(s): _____

(H) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- ☐ Condominium Rider ☐ Planned Unit Development Rider
☐ 1-4 Family Rider ☐ Other (Specify)

(I) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as applicable final, non-appealable judicial opinions.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. For this purpose, Borrower mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of Queens:

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of: 90-34 205th Street
 Hollis, NEW YORK 11423

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

(A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and

(B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

This Security Instrument secures the Secured Indebtedness, including the HELOC, in which Borrower and Lender reasonably contemplate entering into a series of advances, or advances, payments, and readvances.

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument if prohibited by Applicable Law or, if not prohibited by Applicable Law, unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit

NEW YORK HELOC Mortgage with MERS

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NYLOCGBMS 1/04

Borrower(s) Initials

BEP LEP - N.E.E.



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Atlantis Land Services Confidential

Page 2

**Atlantis Land Services
Schedule A**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of 205th Street, distant 367 feet northerly from the corner formed by the intersection of the northerly side of 93rd Avenue and the westerly side of 205th Street;

RUNNING THENCE westerly parallel with 93rd Avenue, 100 feet

THENCE northerly parallel with 205th Street, 33.17 feet;

THENCE easterly parallel with 93rd Avenue 100 feet to the westerly side of 205th Street;

THENCE southerly along the westerly side of 205th Street 33.17 feet to the point or place of BEGINNING.

Section: Block: 10485 Lot: 88 County: Queens

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Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Secured Indebtedness; Performance of Obligations.** Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.

2. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization, if any.

Borrower shall make all payments and comply with all covenants as and when required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this Security Instrument and that is approved by Lender. Borrower shall not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

Borrower shall promptly discharge any lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability, and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

NEW YORK HELOC Mortgage with MERS

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NYLOGGMS 104

Borrower(s) Initials

REP LER



N.E.L.

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form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value, due to its condition, such as would adversely affect Lender's security in the Property. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees, to the extent not prohibited by Applicable Law, to protect its interest in the Property and/or rights under this Security Instrument, including Lender's secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5,

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Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

7. Loan Charges. If the HELOC is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the HELOC exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the HELOC). Borrower's acceptance of any such refund made by direct payment to Borrower shall constitute a waiver of any right of action Borrower might have arising out of such overcharge.

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement shall satisfy the corresponding requirement under this Security Instrument.

9. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this

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Security Instrument but does not execute the HELOC (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the HELOC without the co-signer's consent.

Subject to the provisions of Section 11, any successor to the interests of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of the Secured Indebtedness. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 8 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower promptly shall give Lender written notice of (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.

14. Default. Borrower shall be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Security Instrument, including without limitation Borrower's application for the HELOC and Borrower's occupancy of the Property; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC (including without limitation the Property) or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required under Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii) Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is filed against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 11 unless Applicable Law provides otherwise). The notice shall comply with Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of the Secured Indebtedness without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including without limitation reasonable attorneys' fees, to the extent not prohibited by Applicable Law, which attorneys' fees, to the extent not prohibited by Applicable law, shall become Secured Indebtedness.

Lender may acquire the Property in any foreclosure proceeding.

If Borrower is in default, Lender may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument, Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is in default again.

16. Discharge. Upon payment in full of the Secured Indebtedness, Lender shall discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. Borrower shall pay all costs of recording the discharge in the proper official records. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

17. Agreements about New York Lien Law. Borrower shall receive all amounts lent to Borrower by Lender subject to the trust fund provisions of Section 13 of The New York Lien Law. Borrower shall: (a) hold all amounts that Borrower receives and that Borrower has a right to receive from Lender under the HELOC as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of New York Lien Law) before Borrower uses them for any other purpose. The fact that Borrower is holding those amounts as a trust fund means that for any building or other improvement located on the Property Borrower has a special responsibility under the law to use the amount in the manner described in this Section 17.

18. Borrower's Statement Regarding the Property (check box as applicable).

☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.



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- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

- ☐ This Security Instrument does not cover real property improved as described above.

19. Credit Limit. Title insurance costs and mortgage recording taxes are based on the Credit Limit.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 9 of this Security Instrument and in any Rider signed by me and recorded with it. Borrower also acknowledges receipt of a copy of this Security Instrument.

Default in the payment of this Loan Agreement may result in the loss of the Property securing the Loan. Under federal law, you may have the right to cancel this Agreement. If you have this right, the creditor is required to provide you with a separate written notice specifying the circumstances and times under which you can exercise this right.

Luis Palaguachi (Seal)
Luis Palaguachi -Borrower

Rosa Palaguachi (Seal)
Rosa Palaguachi -Borrower

STATE OF NEW YORK,

Queens

County ss:

Walter E. Laporte
Walter E. Laporte

On the 8th day of June 2007, before me, the undersigned, a notary public in and for said state, personally appeared Luis Palaguachi, and Rosa Palaguachi personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Theresa M. DeMilt
New York State Notary Public
#01DE6101857
Qualified in Nassau County
Commission Exp. Nov. 17, 2021

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
FV-I, INC. IN TRUST FOR MORGAN STANLEY
MORTGAGE CAPITAL HOLDINGS LLC,

Plaintiff,

-against-

LUIS E. PALAGUACHI; ROSA E. PALAGUACHI;
NUBE LAPORTE; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
FIRST NATIONAL BANK OF ARIZONA; CRIMINAL
COURT OF THE CITY OF NEW YORK; NEW YORK
STATE DEPARTMENT OF TAXATION AND
FINANCE; FIA CARD SERVICES; NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD; TRANSIT
ADJUDICATION BUREAU; GUSTAVIA HOME LLC;
and "JOHN DOE #1" through "JOHN DOE #10," said
names being fictitious and unknown to plaintiff, intended
to be possible tenants or occupants of the premises, or
corporations, persons, or other entities having or claiming a
lien upon the mortgaged premises,

Defendants.
-----X

CERTIFICATE OF MERIT
PURSUANT TO CPLR 3012-b

Index No.: _____

MORTGAGED PREMISES:
90-34 205th St
Hollis, NY 11423

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm Greenspoon Marder P.A. P.C., attorneys for the above-named Plaintiff.
2. This is a residential foreclosure action, as such term is defined in Real Property Actions and Proceedings Law § 1304. Upon information and belief, the Defendants LUIS E. PALAGUACHI, ROSA E. PALAGUACHI, and NUBE LAPORTE are residents of the property subject to the foreclosure.
3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by Defendant(s), all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.

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4. I have consulted about the facts of this case with the following representative of Plaintiff:

Name

Title

Nicholas Raab

Assistant Vice President

5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that Plaintiff is the creditor entitled to enforce rights under these documents.


6. Listed in Exhibit A and attached hereto are copies of the following documents not otherwise included as attachments to the summons and complaint: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation. (Check box if no documents are attached in Exhibit A: ☒).

7. Listed in Exhibit B and attached hereto are supplemental affidavits attesting that certain documents as described in Paragraph 6, supra, are lost, whether by destruction, theft, or otherwise. (Check box if no documents are attached in Exhibit B: ☒.

Dated: July 18, 2017
New York, New York

GREENSPOON MARDER, P.A. P.C.
Attorneys for Plaintiff

By:


Thomas J. Frank, Esq.
590 Madison Avenue
Suite 1800
New York, NY 10022
P: (212) 524-5000
F: (212) 524-5050 (No Service by fax)

Please respond to Cypress Creek office:

Trade Centre South
100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
P: (954) 343-6255
F: (954) 333-4281 (No Service by fax)

EXHIBIT A

**NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING**

RESIDENTIAL FORECLOSURE ADDENDUM

QUEENS COUNTY

Parties who expect to represent themselves may, but are not required to, participate in electronic filing.

Unrepresented litigants who wish to participate in e-filing may request expedited processing of their applications by faxing their application to the E-filing Resource Center at (212) 401-9146 or by email to efile@nycourts.gov marked “Please Expedite”

Contact the Self Help Office in Queens County for further information:

**SUPREME COURT HELP CENTER
QUEENS COUNTY**

**Walk-in address: 88-11 Sutphin Boulevard
Room 100
Jamaica, New York 11435**

Phone number: 718 -298-1024

Website: <http://www.nycourts.gov/courts/11jd/supreme/civilterm>

Please be aware that the Self Help Office can only provide guidance on procedural issues and cannot provide legal advice of any kind.

EXHIBIT B

What is E-Filing?

Beginning on March 23, 2015, all residential and commercial foreclosure cases in Queens County must be electronically filed through the New York State Courts E-Filing (NYSCEF) system.

E-filing is designed to streamline the filing of court documents while reducing the use of paper documents.

E-filing is open to all attorneys and unrepresented parties and provides an opportunity to file and view court documents 24 hours a day.

You can tell if a case is e-filed by the index number on the summons and complaint. E-filed foreclosure cases in Queens County have index numbers in the 700000 range. You also will receive a hard copy (paper) *Notice of Commencement of Action Subject to Mandatory Electronic Filing* attached to the summons and complaint served on you in the action.

As an unrepresented party, you have no obligation to participate in e-filing. You may choose to “Opt out” of e-filing or you may choose to participate in e-filing. If you opt out, your opponent must file and serve all documents on you in hard copy. You must file and serve all documents in hard copy as well.

As an unrepresented party, you do not need to give any reason for your decision to opt out. To opt out of e-filing, you must file a form with the County Clerk. The “Opt-out” form is available at the Office of the County Clerk, on the NYSCEF website and at the court’s Office of Self Help.

If you choose to participate in e-filing, electronic filing offers significant benefits by simplifying and reducing the cost of litigation for unrepresented individuals. The NYSCEF system allows documents to be filed with the County Clerk and the court at any time of the day or night and on any day of the week. In most instances, filing the document with NYSCEF also electronically serves that document on all participating parties. Documents can be viewed over the internet at any time of the day or night and may be printed without charge. There is no fee to use the NYSCEF System, whether to file a document, serve a document, print a document, or to view any document in your case. Normal County Clerk or court filing fees must be paid, but this can be done by credit or bank card on-line.

Participants in e-filing will automatically receive e-mail notifications

whenever papers are filed in their case.

In order to e-file, you must first create an e-filing account and obtain a user ID and password.

To create an account, visit the website at www.nycourts.gov/efile and click on the "Create an Account" button. On the next screen, click on the link beneath the statement, "If you are representing yourself without an attorney." On the next screen, click on the link displayed as "Create Self Represented (for existing case) Account." This will open a form you will be required to complete, print, and then sign before a notary. Submit this form to the E-Filing Resource Center by fax at (212) 401-9146 or by e-mail to efile@nycourts.gov.

For expedited processing of your account application, print "Please expedite" at the top of the form.

You can see step-by-step e-filing instructions and a complete user manual by visiting the NYSCEF website at www.nycourts.gov/efile

Please be aware of the following rules for the filing of papers in an e-filed case:

Even if you are a participant in e-filing, you may still be required to submit "working copies" of some documents (e.g. motion papers) to the court. (Review the rules of the judge assigned to the case or court part located on the Court's website and/or the Queens County E-Filing Protocol to determine if you are required to do so.) Working copies are hard copy versions of your e-filed documents. When filing a working copy, you must print and attach the Confirmation Notice that is generated by the e-filing system upon the filing of the document.

There are two ways to print the Confirmation Notice: 1) you may print the Confirmation Notice immediately after e-filing the document by clicking the button on the Thank You page that appears after you have completed your filing; or 2) you may print the Confirmation Notice at any time by clicking the link for the document on the Document List for the case.

NOTE: For orders to show cause, the working copy to be delivered to the Centralized Motion Part must include the signed order to show cause and all supporting papers.

If you have opted out of e-filing, you must attach a *Notice of Hard Copy Submission – E-Filed Case* to every paper filed with the court, including the Centralized Motion Part. This form will be available in the Self Help Office, the County Clerk's office, and the Centralized Motion Part.

Any papers without one of these documents may be rejected.

For more information on e-filing in Queens County, contact 718-298-0173.

February 23, 2015

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